FL[DIGITAL SERVICE]



Ron DeSantis, Florida Governor Pedro Allende, Secretary James Grant, Florida State Chief Information Officer

AGENCY TERM CONTRACT FOR Security Operations Platform DMS-22/23-157F BETWEEN STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND ST. LOUIS BASED WORLD WIDE TECHNOLOGY, INC.

AGENCY TERM CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES ON BEHALF OF FLORIDA DIGITAL SERVICE (Department), with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and ST. LOUIS BASED WORLD WIDE TECHNOLOGY, INC. (Contractor), with offices at 1 World Wide Way, St. Louis, MO 63146, each a "Party" and collectively referred to herein as the "Parties".

WHEREAS, the Contractor responded to the Department's Request for Quotes (RFQ), No: DMS-22/23-157, Security Operations Platform; and

WHEREAS, the Department has accepted the Contractor's Quote and enters into this Contract in accordance with the terms and conditions of RFQ No. DMS-22/23-157.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties agree as follows:

1.0 Definitions

- **1.1** <u>Agency Term Contract (ATC or Contract)</u>: A written agreement between the Department and the Contractor that is for use by the entire Department and under which Purchase Orders (PO) shall be issued.
- **1.2** <u>Business Day</u>: Any day of the week excluding weekends and holidays observed by State agencies pursuant to subsection 110.117(1)(a)-(j), Florida Statutes (F.S.).
- **1.3** <u>Calendar Day</u>: Any day in a month, including weekends and holidays.
- **1.4** <u>Contract Administrator</u>: The person designated pursuant to section 8.0 of this Contract.
- **1.5** <u>Contract Manager</u>: The person designated pursuant to section 8.0 of this Contract.
- **1.6** <u>Customer</u>: Agencies as defined in section 287.012, Florida Statute (F.S.), and Eligible Users as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).
- **1.7** <u>Purchaser</u>: The agency, as defined in section 287.012, F.S., or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.), who issues a Purchase Order from this ATC.

2.0 Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined and described in Exhibits A and B.

3.0 Contract Term

This ATC shall have an initial term of three (3) years, subject to any limitations based on the term of the underlying Alternate Contract Source (ACS) and shall begin on the last date on which it is signed by all Parties.

4.0 Renewal Terms

The Department reserves the right to renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, in accordance with section 287.057, F.S. and subject to any limitations based on the term of the underlying ACS, at the renewal pricing

Agency Term Contract No.: DMS-22/23-157F Security Operations Platform Page 2 of 7 specified in the Contractor's Quote or upon mutual agreement of the Parties as set forth in the Contract. Renewals are also contingent upon satisfactory performance by the Contractor, as determined by the Department.

5.0 Contract Documents and Hierarchy

All Exhibits attached to this Contract are incorporated in their entirety and form as part of this Contract. This Contract sets forth the entire understanding between the Parties and is comprised by the following documents:

- 1. Exhibit A: RFQ No. DMS-22/23-157.
- 2. Exhibit B: Contractor's Quote.

In the event that any of the Contract documents conflict, the order of precedence set forth in Section 17.0, of RFQ No. DMS-22/23-157 shall control.

In the event of any conflict between this Contract and any applicable federal or state statute, administrative rule or regulation; the statute, rule or regulation will control.

6.0 Amendments

Unless otherwise provided herein, all modifications to this Contract must be in writing and signed by both Parties, except changes to Section 8.0, below. Any future amendments of the Contract, which alter the definition of the services or scope of work, shall define the services or scope in the same format as Exhibit A and Exhibit B.

Notwithstanding the order listed in Section 5.0, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

7.0 Contract Notices

In addition to the provisions in Section 38 of Form PUR 1000 (10/06), Contract notices may be delivered by email to the Contractor's Representative as prescribed in Section 8.0. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable.

8.0 Contract Contacts

The Department may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. The Contractor shall address all communication relating to the Contract to the Contract Manager.

8.1 The Department employee who is primarily responsible for maintaining the Contract Administration file is:

Alisha Morgan Department of Management Services 4050 Esplanade Way

Agency Term Contract No.: DMS-22/23-157F Security Operations Platform Page 3 of 7 Tallahassee, FL 32399-0950 Email: <u>DMS.Purchasing@dms.fl.gov</u>

The Department's Contract Administrator will perform the following functions:

- 1. Maintain the official Contract Administration file;
- 2. Maintain this Contract and all amendments; and
- 3. Maintain records of all formal contract correspondence between the Department and the Contractor as provided by the Contract Manager for filing in the Contract Administration file.
- **8.2** The Department's Contract Manager is:

Lacy Perkins Procurement and Grants Manager Florida Digital Service 2555 Shumard Oak Blvd. Tallahassee, FL 32399 Telephone: (850) 274-4156 Email: <u>Purchasing@digital.fl.gov</u>

The Contract Manager will perform the following functions:

- 1. Maintain a Contract Management file;
- 2. Serve as the liaison between the Department and the Contractor;
- 3. Enforce performance of the Contract terms and conditions;
- 4. Monitor and evaluate the Contractor's performance to ensure services conform to the Contract requirements;
- 5. Request all amendments, renewals, and terminations of this Contract, and implement management of the Contract change;
- 6. Exercise applicable remedies, as appropriate, when the Contractor's performance is deficient;
- 7. Evaluate the Contractor's performance upon completion of this Contract. This evaluation will be placed in the Contract file and will be considered if this Contract is subsequently used as a reference in future procurements.

For each PO issued, the Purchaser's Contract Manager will perform the following functions:

- 1. Verify the Customer received the deliverables from the Contractor;
- 2. Review, verify, and approve invoices from the Contractor;
- 3. Monitor the quality of services and commodities being delivered;
- 4. Monitor the budget to ensure funds are available through the PO term; and
- 5. Serve as the liaison between the Department, the Customer, and Contractor relating to quality and delivery.
- **8.3** The Contractor has assigned the following individual(s) to serve as the Contractor's Representative for this Contract:

Carol Harting Business Development Manager 1 World Wide Way

Agency Term Contract No.: DMS-22/23-157F Security Operations Platform Page 4 of 7 St. Louis, MO 63146 Telephone: (314) 995-6103 Email: <u>carol.harting@wwt.com</u>

The Department will direct all questions and customer service issues concerning this Contract to the Contractor's Representative above. It will be the Contractor's Representative's responsibility to coordinate with necessary Department, Purchaser, and Customer personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the Department's Contract Manager if a new employee is designated as the Contractor's Representative for this Contract.

9.0 Assignment

The Contractor shall not assign its duties or rights under this Contract to another party without the prior written approval of the Department. The Department shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency of the State of Florida upon providing written notice to the Contractor.

10.0 Price Decreases

The Contractor shall apply to the Department any price decrease effectuated during the Contract term by reason of market change or special sales offered to other customers. Such a price decrease applies regardless of whether any related equipment is rented or leased by the Department under the Contract. Price increases are rejected, unless otherwise stated.

11.0 Additions/Deletions

During the term of the Contract, the Department reserves the right to add or delete services and commodities, when considered to be in its best interest and general scope of the Contract. Pricing shall be comparable to amounts awarded.

12.0 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

13.0 Other Conditions

13.1 Independent Contractor Status

This Contract does not create an employee/employer relationship between the Parties. The Parties are independent contractors under this Contract, and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State's unemployment insurance law. The Parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their Contract duties. Services and commodities provided by each Party under this Contract shall be subject to the supervision of the other Party. In performing this Contract, neither Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties agree that they are separate and independent business enterprises, and that each can pursue other opportunities.

This Contract shall not be construed as creating any joint venture or partnership between the Parties, and neither Party will be liable for any obligation incurred by the other Party, including, but not limited to, unpaid wages and overtime premiums.

13.2 Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, pandemics, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

13.3 <u>Cooperation with the Florida Senate and Florida House of Representatives</u>

In accordance with section 287.058(7), F.S., the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

13.4 Employment of State Workers

During the term of the Contract, Contractor shall not knowingly employ, subcontract with or subgrant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined by section 112.312(15), F.S.) who is employed by the State or who has participated in the performance or procurement of this Contract, except as provided in section 112.3185, F.S.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

ST. LOUIS BASED WORLD WIDE TECHNOLOGY, INC.:

DocuSigned by: \diamond -5C8AD825C

Authorized Signature

STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES:

DocuSigned by: Pedro allende

Pedro Allende, Secretary

Greg Brush

Print Name

6/30/2023 | 12:38 PM EDT

Date

AVP Public Sector

Title

6/30/2023 | 11:36 AM CDT

Date

FL[DIGITAL SERVICE]



Ron DeSantis, Florida Governor James Grant, Florida State Chief Information Officer

Exhibit "A"

Request for Quotes (RFQ)

DMS-22/23-157

Security Operations Platform Solution

Alternate Contract Sources: Cloud Solutions (43230000-NASPO-16-ACS) Software Value Added Reseller (SVAR) (43230000-23-NASPO-ACS) Technology Products, Services, Solutions, and Related Products and Services (43210000-US-16-ACS)

1.0 **DEFINITIONS**

The following definitions shall apply throughout this RFQ:

<u>Agency Term Contract (ATC)</u>: The written agreement resulting from the award of this Request for Quotes between the Department and the Contractor(s).

Contractor: The vendor awarded an ATC resulting for this Request for Quotes.

<u>Customer</u>: Agencies as defined in section 287.012, Florida Statute (F.S.), and Eligible Users as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

<u>Department</u>: The State of Florida, Department of Management Services (DMS), on behalf of the Florida Digital Service (FL[DS]).

<u>Purchase Order</u>: The authorization to begin providing services to a Customer under the terms of this RFQ and a resulting ATC, if applicable.

<u>Purchaser</u>: The agency as defined in section 287.012, F.S., or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.), who issues a Purchase Order from this RFQ or a resulting ATC.

<u>Quote</u>: A vendor's response to this Request for Quotes.

Solution: An Extended Detection and Response (XDR) platform, which is a platform that combines multiple security technologies and tools, such as EDR (Endpoint Detection and

Response), NDR (Network Detection and Response), and SIEM (Security Information and Event Management), into a single, integrated platform.

2.0 <u>OBJECTIVE</u>

Pursuant to section 287.056(2), F.S., the Department intends to purchase a security operations platform Solution for use by the Department and Customers to combine multiple security technologies and tools, such as EDR, NDR, and SIEM, into a single, integrated platform as specified in this RFQ.

The Department also reserves the right to execute an Agency Term Contract (ATC), in the form attached hereto, with the awarded Contractor(s) for the commodities and services specified in this RFQ. The ATC will allow the Department and Customers to purchase the Solution at or below the pricing provided by the awarded Contractor(s) throughout the ATC term.

This RFQ is being issued under the following Alternate Contract Source (ACS) contracts:

- Cloud Solutions (43230000-NASPO-16-ACS)
- Software Value Added Reseller (43230000-23-NASPO-ACS)
- Technology Products, Services, Solutions, and Related Products and Services (43210000-US-16-ACS)

3.0 DESCRIPTION OF PURCHASE

The Department is seeking a Contractor(s) to provide a security operations platform Solution for the Department and Customers on a statewide basis. The Solution shall include software, implementation, training, support, and integration services as described below. The Contractor will be responsible for providing the Solution to Customers. The Contractor shall be responsible for all aspects of providing the Solution to Customers, as provided herein.

4.0 BACKGROUND INFORMATION

In accordance with section 282.318, F.S., the "State Cybersecurity Act," the Department "is the lead entity responsible for establishing standards and processes for assessing state agency cybersecurity risks and determining appropriate security measures." Additionally, the statute states that the Department "shall adopt rules that mitigate risks; safeguard state agency digital assets, data, information, and information technology resources to ensure availability, confidentiality, and integrity; and support a security governance framework."

The Department is also responsible for implementing the recommendations of the February 1, 2021, Florida Cybersecurity Task Force Final Report which addresses key objectives related to the state's cybersecurity infrastructure, governance, and operations. The resulting initiatives, projects, and efforts constitute the Enterprise Cybersecurity Resiliency Program.

Additionally, in accordance with section 282.3185, F.S., the "Local Government Cybersecurity Act," "Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework." In the Fiscal Year 2022-2023 General Appropriations Act (line 2944A), the Department was tasked with administering a competitive grant program for local government cybersecurity technical assistance for

municipalities and counties. The Department intends to provide access to solutions to equip Customers with resources compliant with the abovementioned cybersecurity standards.

5.0 <u>TERM</u>

The ATC(s) shall have an initial term of three (3) years, subject to any limitations based on the term of the underlying ACS. The Department also reserves the right to renew the ATC(s) in accordance with section 287.057, F.S, and subject to any limitations based on the term of the underlying ACS. Renewals are also contingent upon satisfactory performance by the Contractor, as determined by the Department. Purchase Orders (PO) will be issued in accordance with the RFQ and any applicable ATC as services are needed for Customers. Any POs issued pursuant to the RFQ will have the term identified in the PO.

6.0 SCOPE OF WORK

The Solution proposed in any Quote must not conflict with Chapter 282, F.S., Rule Title 60GG, Florida Administrative Code (F.A.C.), and cybersecurity best practices. The Solution must meet or exceed the applicable state and federal laws, regulations, and standards for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework. The Contractor shall provide services in the manner prescribed by this Scope of Work. The Scope of Work shall be delivered in accordance with the deliverables herein. The Department expects the services to be completed remotely and is not requiring the Contractor to travel. Unless otherwise specified within vendor's Quote, the Solution should include the following items within the Scope of Work, but not be limited to:

6.1. <u>Software Solution/Specifications</u>

The Solution shall combine multiple security technologies and tools into a single integrated platform. The Solution must be designed to provide a comprehensive view of security posture, by consolidating security data from across the entire IT infrastructure. This enables security teams to quickly detect, investigate, and respond to security threats, with the goal of minimizing the impact of security incidents and reducing overall risk. In addition to integrating multiple security technologies, extended detection and response platforms typically leverage AI and machine learning to analyze large volumes of security data and automate threat detection and response processes. This can help reduce the burden on security teams and improve the speed and accuracy of security operations.

6.1.1. Multi-Tenant

The Solution shall support a multi-tenant architecture, allowing multiple organizations or departments to securely and independently operate within the same system, with separate data storage and access controls. Each tenant shall have its own instance and each instance should aggregate up to a single instance and view, allowing for enterprise-wide visibility into threats, investigations, and trends. The Solution shall also provide dashboards for single source visibility into incidents and response activities across all tenants.

6.1.2. Detection and Response

The Solution shall have the ability to detect and respond to a wide range of security threats, including malware, phishing, insider threats, and zero-day attacks.

6.1.3. Scalability

The Solution shall be scalable to meet the needs of organizations of all sizes, from small businesses to large enterprises. The Solution shall have the ability to handle a high volume of events and alerts while maintaining performance and accuracy.

6.1.4. Automation

The Solution shall have the ability to automate responses to threats, including containment, isolation, and remediation.

6.1.5. Incident Reporting

The Solution shall provide detailed reporting on security incidents, including alerts, investigations, and remediation activities.

6.1.6. User Management

The Solution shall have a robust user management system that allows administrators to control access to the platform, set permissions, and manage user accounts.

6.1.7. Cloud Deployment

The Solution shall be deployable in a cloud environment and should support multi-cloud deployments.

6.1.8. Threat Intelligence

The Solution shall leverage threat intelligence to provide contextual information about threats and enable faster, more accurate response.

6.1.9. Incident Response

The Solution shall support incident response workflows, including playbooks and case management, to enable efficient and effective response to security incidents.

6.1.10. Data Management and Storage

The Solution shall provide required data storage capacity, file types, and locations, as well as processes such as disaster recovery, rollbacks, extraction, or eradication.

6.1.11. Performance Management

The Solution shall provide proactive alerts on system events, as well as logging and resolution reporting on all issues.

6.1.12. Disaster Recovery and Backup

The Solution shall enable processes such as disaster recovery, rollbacks, and version control.

6.1.13. Identity and Access Management

The Solution shall provide capabilities such as user authentication, password policy management, two factor authentication, single sign-on, and role-based access.

6.1.14. Network

The Solution shall leverage network technologies like software-defined wide area networks and over-the-top monitoring to ensure the optimal performance of the Solution.

6.1.15. Compliance and Third-Party Certification

The Solution shall comply with relevant standards like General Data Protection Regulation (GDPR), Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act, Personally Identifiable Information (PII) data requirements, Driver Privacy Protection Act, and third-party certifications such as Systems and Organizations Controls 2 (SOC 2) and International Organization for Standardization (ISO) 27001. The Department, Purchaser, or Customer may require Contractor(s) to execute security agreements, including but not limited to, CJIS riders or Business Associate Agreements as a condition of performance or purchase order issuance.

6.1.16. Integration

- **6.1.16.1.** The Solution shall integrate with the Department's existing security tools such as firewalls, antivirus software, and SIEM systems. The Customer shall determine if the Solution is able to integrate with the Customer's security tools. The Contractor shall take any steps necessary to support Customer integration.
- **6.1.16.2.** The Solution shall be capable of integrating with a variety of identity and access management (IAM) systems to meet Customer current and future needs.

- **6.1.16.3.** Initial Integration shall include connecting each Customer to the state Cybersecurity Operations Center (CSOC) and validating with FL[DS] that all Solution data is properly integrated, as requested by the Customer.
- **6.1.16.4.** Integration Maintenance may be required after initial integration to ensure that the Solution properly exchanges data between Customers and the CSOC. The Contractor shall address any concerns that FL[DS] has regarding integration issues.
- 6.1.17. Performance and Availability

The Solution shall perform in accordance with the approved Service Level Agreement (SLA) (see Section 10.2) and be available 99.999% of the time per month.

- **6.1.17.1.** The performance and availability SLA shall provide information on performance and availability objectives for the Solution to perform successfully and be available 99.999% of the time per month.
- **6.1.17.2.** The vendor shall propose meaningful financial consequences in the draft performance and availability SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.2. <u>Training and Support</u>

Through the Solution, the Contractor shall provide all consulting, training, and support to the Customer and FL[DS] to ensure successful implementation of the Solution and ongoing support as necessary and as defined by FL[DS] to include, but not be limited to:

- **6.2.1.** Consult with and the Department, the Purchaser, and the Customer to ensure the Department, the Purchaser, and the Customer have the information necessary for decision-making.
- **6.2.2.** Adhere to the FL[DS]-approved training SLA that specifies the objectives, description of the materials/resources provided to meet the objectives, suggested method of training (in-person, live webinar, online course, etc.), and specific training suggested for each user roles.
 - **6.2.2.1.** The training SLA must specify Initial Training (included in Item No. 1 on Attachment A, Price Sheet) provided and Ongoing Training provided (included in Item No. 2 on Attachment A, Price Sheet).
 - **6.2.2.2.** The vendor shall propose meaningful financial consequences in the draft training SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.
- **6.2.3.** Adhere to the FL[DS]-approved SLA for support service which provides information on support objectives, resources, availability, response times, resolution times and issue criticality levels.

6.2.3.1. The vendor shall propose meaningful financial consequences in the draft support service SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.3. Kickoff Meeting

- **6.3.1.** The Contractor shall conduct a kickoff meeting with the Purchaser to further clarify PO expectations.
- **6.3.2.** If the PO covers more than just the Purchaser, the Contractor shall conduct a kickoff meeting for each Customer on a date and time agreed upon by the FL[DS] (if the Solution is being integrated into the CSOC) and the Customer. The Contractor may hold a kickoff meeting with multiple Customers per meeting.
- **6.3.3.** The kickoff meeting for the Customer should include a demonstration of the Solution, or prior to the kickoff meeting, a link may be provided to the Customer to demonstrate the Solution.

6.4. Implementation

The Contractor shall implement the Solution with each Customer upon the Purchaser's approval, FL[DS] approval (if the Solution is integrating with the CSOC), and the Customer's approval of the Implementation Plan. The Contractor shall collaborate with the Customer to develop an Implementation Plan addressing all items contained in **Section 6.0**, Scope of Work, and submit it to the Purchaser, FL[DS] as applicable, and the Customer for approval.

The Implementation Plan must include the following at a minimum:

- **6.4.1.** All tasks required to fully implement and complete Initial Integration of the Solution.
- **6.4.2.** Identify if the Contractor, Purchaser, FL[DS] (if applicable), or other Customer is responsible for each task.
- **6.4.3.** Dates that each task (or group of tasks) will be completed by, identify task dependencies, and tasks on the critical path to ensure timely project completion.
- **6.4.4.** Describe necessary training, method of training (e.g., in-person, live webinar, online course), and training dates.
- **6.4.5.** Describe the support available to ensure successful implementation and Initial Integration.
- **6.4.6.** Provide Contractor contact information (name, title, email, and phone number) for the Contractor Representative who is assigned to oversee successful implementation and Initial Integration.
- **6.4.7.** Document the frequency and method(s) for the Contractor to communicate the ongoing status of the Implementation Plan to the Purchaser and any other Customers.

6.5. <u>Reporting</u>

The Contractor shall provide the following reports to the Purchaser:

- **6.5.1.** Quarterly Business Reviews (QBR) which will include, but not be limited to, performance reports and metrics on service level achievements. The Contractor shall schedule a quarterly meeting to review the QBR and document any financial consequences to be assessed as necessary.
- **6.5.2.** Monthly Implementation Reports shall be provided to the Purchaser to document compliance with Final Implementation Plan(s) and document any financial consequences to be assessed as necessary.
- **6.5.3.** Monthly Training Reports shall be provided to the Purchaser to document all training provided to the Purchaser and any other Customers and document any financial consequences to be assessed as necessary.
- **6.5.4.** Monthly Service Reports shall be provided to the Purchaser to document Solution performance, availability, response times, and resolution times and document any financial consequences to be assessed as necessary.
- **6.5.5.** Ad hoc reports as requested by the Purchaser.

6.6. Optional Services

6.6.1. Manage, Detect, and Respond (MDR)

If available, the vendor shall provide optional annual pricing along with an SLA to manage, detect, and respond to security issues detected by the Solution.

- **6.6.1.1.** Adhere to the FL[DS]-approved MDR SLA which provides information on MDR objectives, resources, availability, response times, resolution times, and issue criticality levels.
- **6.6.1.2.** The vendor shall propose meaningful financial consequences in the draft MDR SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

6.6.2. Future Integrations

If available, the vendor shall provide optional pricing along with an SLA for Application Programming Interfaces available for the Solution.

- **6.6.2.1.** Adhere to the FL[DS]-approved SLA for future integrations which include services and solutions that augment, enhance, or expand the Solution in a meaningful way.
- **6.6.2.2.** The vendor shall propose meaningful financial consequences in the draft future integrations SLA submitted with their Quote, which will be incorporated in the FL[DS]-approved financial consequences.

7.0 DELIVERABLES

Deliverables for each Purchase Order may be submitted earlier than the delivery dates listed in **Table 1**. All deliverables are subject to the approval and acceptance of the Purchaser. The

Contractor shall provide the services identified in **Section 6.0**, Scope of Work, to complete the deliverables as described in **Table 1** below. The Contractor will not be compensated for the kickoff meetings, or any work performed before or during the development of the Implementation Plan. Once the Implementation Plan is approved in writing by the Purchaser, FL[DS] (if applicable), and the Customer, as applicable, the Contractor shall provide the Customer with access to the software in accordance with the approved Implementation Plan (Final Implementation Plan). Once software access is granted to the Customer, and the Customer confirms receipt, the Contractor will invoice the Purchaser at the pricing established in Attachment A, Price Sheet, within thirty (30) days. The Contractor will be compensated, annually, in advance, for the Solution for each PO in accordance with this RFQ. The Purchaser may waive or amend any due dates in writing at its sole discretion.

TABLE 1 DELIVERABLES AND FINANCIAL CONSEQUENCES				
No.	Deliverable	Time Frame	Financial Consequences	
1	The Contractor shall host a kickoff meeting with the Purchaser individually, and kickoff meeting with each additional Customer, and FL[DS] (if applicable) in accordance with the PO, and any applicable ATC.	The Contractor shall host the meeting within five (5) calendar days of PO issuance.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after deliverable due date.	
2	The Contractor shall submit the Implementation Plan timely and in accordance with the PO and any applicable ATC.	The Contractor shall collaborate with the Customer and submit each Customer's Implementation Plan to the Purchaser and each additional Customer within 10 calendar days of PO issuance.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after the deliverable due date until the Customer Implementation Plan is received. Financial consequences shall also be assessed for a Customer's Implementation Plan submitted that is not in accordance with the PO and any applicable ATC, in the amount of \$500 for each incomplete Implementation Plan.	

TABLE 1 DELIVERABLES AND FINANCIAL CONSEQUENCES			
No.	Deliverable	Time Frame	Financial Consequences
3	The Contractor shall provide Solution access and all services in the Final Implementation Plan in accordance with this PO and any applicable ATC.	The Contractor shall provide Solution access and complete all requirements established in the Final Implementation Plan timely and accurately.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after any due date specified in the Final Implementation Plan, until the requirement is accurately completed. Financial consequences shall be assessed in the amount of \$200 per requirement for each instance services are not performed, or documentation is not received, in accordance with this RFQ and the Implementation Plan.
4	The Contractor shall ensure the Solution is available in accordance with this PO and any applicable ATC.	The Solution must be available 99.999% of the time per month in accordance with the FL[DS]-approved SLA and. Compliance is calculated on a monthly basis for each Customer.	Financial Consequences shall be assessed against the Contractor in the amount of \$100 for each negative deviation from the thousandth decimal point. For example, a Customer's monthly uptime of 99.997% will result in a financial consequence of \$200, unless the Department accepts different financial consequence in the Contractor's Quote.
5	The Contractor shall ensure the Solution performs in accordance with the FL[DS]- approved SLA.	The Solution must perform in accordance with the FL[DS]-approved SLA.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after any due date specified in the FL[DS]- approved SLA, until the requirement is accurately completed, unless the Department accepts different financial consequence in the Contractor's Quote.

TABLE 1 DELIVERABLES AND FINANCIAL CONSEQUENCES				
No.	Deliverable	Time Frame	Financial Consequences	
6	The Contractor shall ensure training and support are provided in accordance with the FL[DS]-approved SLA.	Training and support must be provided in accordance with Section 6.2. of this RFQ and the FL[DS]- approved SLA for training and support.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after any due date specified in the FL[DS]- approved SLA, until the requirement is accurately completed, unless the Department accepts different financial consequence in the Contractor's Quote.	
7	The Contractor shall report accurate information in accordance with the PO and any applicable ATC.	QBRs are due 15 calendar days after the end of the quarter (January - March, April - June, July - September, and October - December). Monthly Implementation Reports are due five (5) calendar days after the end of the month. Monthly Training Reports are due five (5) calendar days after the end of the month. Monthly Service Reports are due five (5) calendar days after the end of the month. Ad hoc reports are due five (5) calendar days after the request by the Purchaser.	Financial consequences shall be assessed in the amount of \$100 per calendar day, beginning on the first calendar day after any due date, until an accurate report is received.	

All deliverables are subject to the approval and acceptance of the Purchaser. Any deliverables rejected by the Purchaser will be subject to the applicable financial

consequences in Table 1 until the Contractor resubmits and the Purchaser accepts the deliverable.

8.0 PERFORMANCE MEASURES

The Contractor shall perform all required services in a proper and satisfactory manner as determined by the Purchaser. The Contractor shall perform 100% of deliverable requirements to the satisfaction of the Purchaser, within the PO-required deadlines.

8.1 <u>Performance Compliance</u>

By submitting a response to this RFQ, the Contractor acknowledges and agrees that its performance under this SOW must meet the standards set forth above and that it will be bound by the conditions set forth herein. After executing an applicable financial consequence, the Purchaser may, at its sole discretion, allow additional time for the Contractor to remedy the performance issues identified by the Purchaser; or, after giving the Contractor a reasonable opportunity to cure such performance issues, may proceed with default proceedings.

The Purchaser reserves the right to perform or assign the required services to another contractor, if the awarded Contractor is not achieving the required levels of service, after the Contractor has been duly notified of their inadequacy.

Where any applicable ATC(s) and PO(s) require the generation and submission of deliverables to the Purchaser, receipt by the Purchaser will not be construed to mean or imply acceptance of those deliverables. It is specifically intended by the Purchaser that acceptance of required deliverables constitute a separate act. The Purchaser may reject deliverables as incomplete, inadequate, or unacceptable according to the parameters set forth in this SOW.

By submitting a Quote, the vendor represents and warrants that the Solution substantially conforms or exceeds the specifications herein and will continue to substantially conform or exceed the specifications provided herein throughout the duration of any resultant ATC and PO. The Solution's failure to substantially conform or exceed these specifications may result in termination of any resultant ATC or PO(s).

9.0 FINANCIAL CONSEQUENCES

The Purchaser shall impose financial consequences upon the Contractor for failure to comply or submit evidence documenting compliance with the performance standard requirements, or deliverable deemed unacceptable by the Purchaser if the Contractor fails to resolve errors, as set forth in **Section 7.0**, Deliverables. If the Purchaser chooses to allow completion of Contract requirements after the time allowed, its allowance shall not act as a waiver of financial consequences. These financial consequences are not a penalty and are intended to incentivize successful performance of the specified requirements.

Financial consequences assessed will result in a payment or an automatic credit to the Purchaser, at the Purchaser's discretion. In the event the Purchaser disagrees with a financial consequence assessment by the Contractor, the Purchaser will make the final determination on the Contractor's compliance with the deliverables and financial consequence assessment.

10.0 RESPONSE CONTENT AND FORMAT

- **10.1** Responses are due by the date and time shown in **Section 11.0**, Timeline.
- **10.2** Quotes shall be concise, in an electronic Adobe PDF format, and prepared using the following outline:
 - 1) Documentation to describe the security operation platform Solution proposed and how it meets the requirements of this RFQ to include the following at a minimum:
 - a. A draft SLA for Solution performance and availability which adheres to all provisions of this RFQ.
 - b. A draft SLA for training and support which adheres to all provisions of this RFQ.
 - i. The training SLA must specify initial training (included in Item No. 1 on Attachment A, Price Sheet) provided and ongoing training provided (included in Item No. 2 on Attachment A, Price Sheet).
 - c. A draft implementation plan for a Customer which adheres to all provisions of this RFQ.
 - d. A draft MDR SLA, if applicable, per section 6.6.1 with annual pricing.
 - e. A draft SLA for future integrations, if applicable, per section 6.6.2 with pricing.
 - f. A draft disaster recovery plan per section 32.5.
 - 2) Documentation describing any experience providing the Solution, or similar Solution, on a statewide basis or across a large geographic region.
 - 3) Documentation describing the vendor's capacity and ability to implement the Solution on a statewide basis.
 - 4) Detail regarding any value-added services.
 - 5) **Attachment A**, Price Sheet, containing pricing for all items and completed in accordance with the instructions provided in this RFQ.
 - 6) **Attachment B**, Contact Information Sheet, containing the contacts for the Quote and the resulting ATC(s) and PO(s).
 - 7) Non-Disclosure Agreement executed by the vendor.

If the vendor is utilizing subcontractors, the vendor shall identify all subcontractors the vendors will utilize to provide the services required by this RFQ and what services each subcontractor will provide.

10.3 All Quotes should be submitted via email to the Department's Procurement Officer, identified in **Section 12.0**. Quotes must remain valid for at least 180 calendar days.

<u>Note:</u> If the vendor considers any part of its response to the RFQ to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), it shall provide the Department with a copy of its response with such Confidential Information redacted in accordance with Section 19.

11.0 <u>TIMELINE</u>

EVENT	DATE
Release of the RFQ	May 11, 2023
Pre-Quote Conference	
Registration Link: <u>https://us02web.zoom.us/meeting/register/tZIIde6uqDkvG9QD2YQ</u> <u>4L4RJgTV_VFOdU23B</u>	May 16, 2023, at 9:00 a.m., Eastern Time
Responses Due to the Procurement Officer, via email	May 22, 2023, by 5:00 p.m., Eastern Time
Solution Demonstrations and Quote Negotiations	May 23-25, 2023
Anticipated Award, via email	May 25, 2023

12.0 PROCUREMENT OFFICER

The Procurement Officer for this RFQ is:

Alisha Morgan Department of Management Services 4050 Esplanade Way Tallahassee, FL 32399-0950 DMS.Purchasing@dms.fl.gov

13.0 PRE-QUOTE CONFERENCE

The Department will hold a Pre-Quote Conference as indicated in **Section 11.0**, Timeline, above to answer vendor questions. The Department will use its best efforts to answer vendor questions during the Pre-Quote Conference.

14.0 SOLUTION DEMONSTRATIONS

If the Department requests a demonstration of the Solution, the vendor must be available to demonstrate the Solution to the Department during the timeframe specified in **Section 11.0**, Timeline.

15.0 QUOTE NEGOTIATIONS

The Department may schedule negotiation sessions with vendors to discuss the Quote if any aspects of the Quote are not in the best interest of the Department. These negotiations will be scheduled in the timeframe specified in **Section 11.0**, Timeline. The Department does not anticipate exceeding these timeframes. The Department may require the vendors to revise any terms and conditions in the vendor's Quote, including any SLAs, during this timeframe.

16.0 SELECTION OF AWARD

The Department intends to select one (1) or more vendor(s) that provide the overall best value to the State. The Department will consider all aspects of submitted Quotes when making a selection, including the proposed Solution, how it meets the requirements, benefits to the State, and price.

17.0 <u>RFQ HIERARCHY</u>

The ATC(s) and PO(s) resulting from this RFQ will include the following Attachments which set forth the entire understanding of the Customer, the Contractor, and the Department and supersede all prior agreements. All Attachments listed below will be incorporated in their entirety into, and form part of any ATC(s) or PO(s) issued. In the event of a conflict between the documents that make up any ATC(s) and PO(s), priority shall be in the order listed:

- 1) The PO(s);
- 2) The ATC(s);
- 3) The Department's Non-Disclosure Agreement (NDA) or other Purchaser's NDA;
- 4) This RFQ;
- 5) Department's Purchase Order Terms and Conditions;
- 6) The ACS contract the vendor submitted their Quote in accordance with [ACS: Cloud Solutions (43230000-NASPO-16-ACS), Software Value Added Reseller (SVAR) (43230000-23-NASPO-ACS), or Technology Products, Services, Solutions, and Related Products and Services (43210000-US-16-ACS); and
- 7) The vendor's Quote.

18.0 DEPARTMENT'S CONTRACT MANAGER

The Department's Contract Manager who will oversee the Contractor's performance of its duties and obligations pursuant to the terms of any applicable ATC and any resultant PO and serve as a liaison with the Contractor, will be as follows:

To Be Determined Florida Department of Management Services Florida Digital Service 2555 Shumard Oak Blvd Tallahassee, FL 32399 purchasing@digital.fl.gov

19.0 <u>PAYMENT</u>

- **19.1** The Contractor will be compensated in advance, annually, for all Deliverables per PO. Once the Implementation Plan is approved by the Purchaser, FL[DS] (if applicable) and the Customer in writing, the Contractor shall provide the Customer with access to the software in accordance with the Final Implementation Plan. Once software access is granted to the Customer, and the Customer confirms receipt, the Contractor will submit one (1) invoice to the Contract Manager specified in the PO indicating the date the Customer received the software access.
- **19.2** On each invoice, the Contractor shall certify that all costs and fees claimed in the invoice statement for payment are accurate and were performed in furtherance of the PO.
- **19.3** Contractor compensation will be exclusively made in accordance with the terms of this RFQ, any applicable ATC, and the PO. The Purchaser will not reimburse the

DMS-22/23-155 Security Operations Platform Solution Contractor for any other expenses associated with, or related to, any applicable ATC or resultant PO(s). For example, travel related expenses, including lodging, mileage, vehicle rental, and food, will not be subject to reimbursement.

- **19.4** Purchasers shall pay invoices in accordance with their governing laws and regulations, which shall govern the rights and obligations of the Purchaser and the Contractor. The Department shall pay invoices submitted by the Contractor in accordance with the provisions of section 215.422, F.S., which shall govern the rights and obligations of the Department and the Contractor.
- **19.5** The Contractor is responsible for the performance of all tasks and deliverables contained in any applicable ATC or PO.

20.0 PUBLIC RECORDS AND DOCUMENT MANAGEMENT

20.1 Access to Public Records

The Department may unilaterally cancel any applicable ATC or PO for failure by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with any applicable ATC or PO.

20.2 Contractor as Agent

Solely for the purposes of this section, the Contract Manager specified in the PO is the custodian of public records. If under the PO, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, F.S., the Contractor shall:

- 1) Keep and maintain public records required by the public agency to perform the service.
- 2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the PO term and following the completion of the PO if the Contractor does not transfer the records to the public agency.
- 4) Upon completion of the PO, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the PO, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the PO, the Contractor keeps and maintains public records upon completion of the PO, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Purchaser, upon request from the Purchaser's custodian of public records, in a format that is compatible with the information technology systems of the Purchaser.
- 5) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THE PURCHASE ORDER, CONTACT THE FOLLOWING CONTACTS:

DEPARTMENT: CUSTODIAN OF PUBLIC RECORDS PHONE NUMBER: 850-487-1082 EMAIL: <u>PublicRecords@dms.fl.gov</u> MAILING ADDRESS: 4050 ESPLANADE WAY, SUITE 160 TALLAHASSEE, FL 32399.

OTHER PURCHASER: CONTRACT MANAGER SPECIFIED ON THE PO

20.3 Public Records Exemption

The Contractor may have access to cybersecurity information classified as confidential and exempt under section 119.0725, F.S. In the event that the Contractor has access to confidential and exempt information, the Contractor agrees to maintain the confidentiality as required in section 119.0725, F.S.

20.4 Document Management

The Contractor must retain sufficient documentation to substantiate claims for payment under the PO and all other records, electronic files, papers, and documents that were made in relation to the PO. The Contractor must retain all documents related to the PO for five (5) years after the expiration of the PO, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

21.0 IDENITIFICATION AND PROTECTION OF CONFIDENTIAL INFORMATION

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public records." As such, records submitted to an Agency as defined in section 119.011, F.S. (referred to for purposes of this Section 19 as "Agency") are public records and are subject to disclosure unless exempt from disclosure by law. If the vendor considers any portion of records it provides to an Agency (including those submitted in response to this RFQ) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the vendor shall mark the document as "confidential" and simultaneously provide that Agency with a separate, redacted copy of the record. For each portion redacted, the vendor should briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. The vendor shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Agency will provide the vendor-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Agency will notify the vendor

such an assertion has been made. It is the vendor's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Agency becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Agency will give the vendor notice of the demand or request. The vendor shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the vendor fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Agency will provide the unredacted records to the requester.

The vendor shall protect, defend, and indemnify the Agency and any applicable Customer for all claims, costs, fines, and attorneys' fees arising from or relating to the vendor's determination that the redacted portions of its records are Confidential Information. If the vendor fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Agency is authorized to produce the entire record submitted to the Agency in response to a public records request for, or demand for discovery or disclosure of, these records.

22.0 USE OF SUBCONTRACTORS

In providing services under the PO(s) and any applicable ATC, the Contractor is permitted to utilize subcontractors identified in its Quote. The Contractor shall notify the Contract Manager specified on the PO in writing of any subcontractors not identified in the Contractor's Quote who will be engaged to provide services for a PO 10 calendar days prior to their engagement. During the term of the PO, subcontractors may be substituted with the prior written approval of the Contract Manager specified on the PO. The Purchaser reserves the right to reject a subcontractor with 10 calendar days advance notification to the Contractor.

The Contractor is fully responsible for the satisfactory completion of all subcontracted work and is required to ensure subcontractor's adherence to the terms set forth any PO.

The Contractor shall make all payments to subcontractors. If the Contractor utilizes a subcontractor, the Contractor shall pay the subcontractor within seven (7) Business Days after any payment is received from the Purchaser, per section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Contractor is solely responsible to the subcontractor for all expenses and liabilities under the Contractor fails to pay the subcontractor within seven (7) Business Days, the Contractor shall pay the penalty to the subcontractor in the amount of one-half (1/2) of one percent (1%) of the amount due, per Calendar Day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

23.0 LEGISLATIVE APPROPRIATION

Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under any PO is contingent upon an annual appropriation by the Legislature.

24.0 MODIFICATIONS

The Department reserves the right to change, add or delete any requirement from this RFQ if the Department deems it to be in the best interest of the State of Florida. In addition, the

Department reserves the right to withdraw and cancel this RFQ at any time, prior to a duly authorized and executed ATC or PO.

25.0 CONFLICT OF INTEREST

It is essential that the vendor and any subcontractors are independent and impartial and that the implementation of decisions made as it relates to consultation and services is not used for private gain or other remuneration. The Contractor shall not receive any monies for services provided under the PO aside from those paid pursuant to the PO.

26.0 DISCRIMINATIORY, CONVICTED AND ANTITRUST VENDORS LISTS

The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor 's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Contractor shall promptly notify the Purchaser if it or its suppliers, subcontractors, or consultants under any POs are placed on any such lists.

27.0 <u>E-VERIFY</u>

The Contractor (and its subcontractors) has an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By accepting the ATC or any PO(s), the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of any applicable ATC(s) and any PO(s). The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager specified on the PO within five (5) business days of issuance of the ATC or any PO(s). The Contract Manager will be designated on any applicable ATC and PO.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the ATC and any other Purchaser's obligation to terminate any PO(s) if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department or any other applicable Purchaser will promptly notify the Contractor and order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf under the ATCs and any PO(s) should the Department or any other applicable Purchaser develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

28.0 COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors (if any), understand and will comply with their duty to cooperate with the Department's or any Purchaser's Inspector General in any investigation, audit, inspection, review, or hearing.

29.0 ACCESSIBILITY

The Contractor will comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section

282.601(1), F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities."

30.0 PRODUCTION AND INSPECTION

In accordance with section 216.1366, F.S., any public agency is authorized to inspect the: (a) financial records, papers, and documents of the contractor that are directly related to the performance of the contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the contractor which the public agency determines are necessary to monitor the performance of the contract or to ensure that the terms of the PO are being met. The Contractor shall provide such records, papers, and documents requested by the public agency within 10 business days after the request is made.

31.0 SCRUTINIZED COMPANIES

In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel. At the Department's or Purchaser's option, any applicable ATC or PO may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel. The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel. The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandate s.aspx.

32.0 BACKGROUND SCREENING

All Contractor employees and their subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department and the Purchaser.

32.1 Background Check

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as "Person" or "Persons," operating under their direction who directly perform services under the Contract, whether or not the Person has access to State of Florida Data, as well as those who have access, including indirect access, to State of Florida Data, whether or not they perform services under the PO. The Contractor warrants that all Persons will have passed the Background Screening described herein before they have Access to Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six years where six years of historical information is available.

"Access" means to review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access. "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether it is exempt, confidential, or personal health information. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- 1) Social Security Number Trace; and
- 2) Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).

32.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

- 1) Computer related or information technology crimes;
- 2) Fraudulent practices, false pretenses and frauds, and credit card crimes;
- 3) Forgery and counterfeiting;
- 4) Violations involving checks and drafts;
- 5) Misuse of medical or personnel records; or
- 6) Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that has elapsed since the offense, iii.) the rehabilitation efforts of the person, and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

32.3 <u>Refresh Screening</u>

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the Term of the Contract.

32.4 <u>Self-Disclosure</u>

The Contractor shall ensure that all Persons have a responsibility to self-report within three calendar days to the Contractor any updated court disposition regarding any

disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to selfreport to the Contractor within three calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager specified on the PO and any applicable ATC within 24 hours of all details concerning any reported arrest.

32.5 Duty to Provide Security Data

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all state and federal rules and regulations regarding security of information, including HIPPA when applicable. Data cannot be disclosed to any person or entity that is not directly approved to participate in the SOW set forth in any resulting ATC or PO.

The Contractor must deliver an attestation describing the classification of Customer data consumed by the Solution to ensure suitable controls are considered for classified data. Additionally, the Contractor will provide documentation and evidence describing the technical security controls commensurate with the data's classification as defined in Chapter 60GG-2, F.A.C. For any data identified as uniquely valuable to the Customer, the Contractor must provide a disaster recovery plan which must be approved by the Customer.

32.6 Screening Compliance Audits and Security Inspections

The Purchaser reserves the right to audit the Contractor's background screening process upon two (2) business days prior written notice to the Contractor during the Term of the PO and any applicable ATC. In the event of an incident as defined in section 282.0041, F.S., the Department will have the right to inspect to meet all applicable state and federal rules and regulations upon two (2) business days prior written notice to the Contractor to ensure that access to the State of Florida Data is secure and in compliance with any PO or applicable ATC.

32.7 <u>Record Retention</u>

The Customer will maintain ownership of all data consumed by the Solution. For all such data, Contractor shall comply with and grant all rights in Section 18.2 to each Customer.

The Contractor shall retain a list of all persons with Access to Data, including a statement confirming that each person has passed the background screening required herein. Such a statement shall not include the substance of the screening results, only that the person has passed the screening.

The Contractor shall create a written policy for the protection of Data, including a policy and procedure for Access to Data. The Contractor shall document and record, with respect to each instance of Access to Data:

- 1) The identity of all individual(s) who accessed data in any way, whether those individuals are authorized persons or not.
- 2) The duration of the individual(s)' access to Data, including the time and date at which the access began and ended.
- 3) The identity, form, and extent of Data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of Data, read-only versions of Data, or editable versions of Data.
- 4) The nature of the access to Data, including whether Data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this section for the duration of the Contract and a period of no less than five (5) years from the date of termination of the Contract and any Contract extensions. The written policy and information required in this section shall be included in Department's or the Purchaser's audit and screening abilities as defined in Section 30.6, Screening Compliance Audits and Security Inspections. The written policy and information required in this section shall also be subject to immediate disclosure upon written or oral demand at any time by the Department, the Purchaser, or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this section shall be considered a breach of any ATC(s) and PO(s). The resulting damages to the Department from a breach of this section are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor, the Customer, and the Department acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the affected Customer, the sum of **\$500.00** for each breach of this section.

32.8 Indemnification

The Contractor agrees to defend, indemnify, and hold harmless the Department and any applicable Customers, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two-year period following the breach.

33.0 LOCATION OF DATA

In accordance with Rule 60GG-4.002, F.A.C., the Contractor, including its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons operating under their direction, are prohibited from (i) performing any of the services under any applicable ATC or PO outside of the continental United States, or (ii)

sending, transmitting, storing, or accessing any State of Florida data, outside of the continental United States. The Parties agree that a violation of this provision will:

- a) Result in immediate and irreparable harm to the Purchaser, the Department, or the Customer, entitling the Purchaser, the Department, or the Customer to immediate injunctive relief, provided, however, this shall not constitute an admission by the Contractor to any liability for damages under subsection (c) below or any claims, liability, or damages to a third party, and is without prejudice to the Contractor in defending such claims.
- b) Entitle the Purchaser, the Department, or the Customer, as applicable, to a credit or payment, at the Purchaser's discretion, of \$50,000 per violation, with a cumulative total cap of \$500,000 per event. This credit or payment is intended only to cover the Purchaser's, the Department's, or the Customer's internal staffing and administrative costs of investigations and audits of the transmittal of State of Florida data outside the U.S.
- c) Entitle the Purchaser, the Department, or the Customer, as applicable, to recover damages, if any, arising from a breach of this subsection and beyond those covered under subsection b).

The credits or payments in subsection b) are a reasonable approximation of the internal costs for investigations and audits from a violation. The credits or payments are in the nature of liquidated damages and not intended to be a penalty. By executing any resulting ATC or performing under any resulting PO, the Contractor acknowledges and agrees the costs intended to be covered by subsection b) are not readily ascertainable and will be difficult to prove. The Contractor agrees that it will not argue, and is estopped from arguing, that such costs are a penalty or otherwise unenforceable. For purposes of determining the amount of costs due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) shall be treated as a single violation. The costs will be applied as a financial consequence and are exclusive of any other right to damages.

34.0 DATA TRANSMISSION

Solution data shall only be transmitted through secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by the Department or the Purchaser, as applicable. Solution data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Solution data, both transmitter and the receiver shall completely and permanently remove Solution data from any temporary transfer location within twenty-four (24) hours of receipt of the Solution data.

35.0 TERMS AND CONDITIONS

The Department shall not accept any unrequested terms or conditions submitted by a vendor, including any appearing in documents attached as part of the vendor's Quote or on documents submitted after award. In submitting its Quote, the vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect, though items that the Department identified herein as negotiable may be negotiated. The Department will not accept or comply with any automatic renewal language within the vendor's Quote or any associated document. Any automatic renewal language will be deemed null and void. All licenses purchased through this RFQ shall have a one-year term, which may only be renewed by the Department through a new purchase order. The aforementioned provision is non-negotiable.

36.0 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Contractor, Customers may make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other Purchaser.

37.0 PRICE ADJUSTMENTS

The Contractor shall apply to the Department and Purchaser any price decrease effectuated during the Contract term by reason of market change or special sales offered to other customers. Such a price decrease applies regardless of whether any related equipment is rented or leased by the Department or Purchaser under the Contract. Price increases are rejected, unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term.

38.0 FINANCIAL STABILITY

The Contractor is required to have financial stability in accordance with section 287.057 (27)(b), F.S. The Department will not entertain terms and condition negotiations with third parties regarding financing or funding associated with this RFQ.

39.0 RFQ ATTACHMENTS

Attachment A, Price Sheet Attachment B, Contact Information Sheet Agency Term Contract (Redlines or modifications to the ATC are not permitted.) Department's Purchase Order Terms and Conditions Non-Disclosure Agreement (Redlines or modifications to the NDA are not permitted.)

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ATTACHMENT A PRICE SHEET

I. Alternate Contract Source (ACS)

Check the ACS contract the Quote is being submitted in accordance with:

_____ 43210000-US-16-ACS Technology Products, Services, Solutions, and Related Products and Services

43230000-NASPO-16-ACS Cloud Solutions

____ 43230000-23-NASPO-ACS Software Value Added Reseller (SVAR)

II. Pricing Instructions

The vendor shall provide fixed rates quoted at or below the rates in the applicable ACS contract selected in Section I above. FL[DS] anticipates purchasing the security operations platform Solution for FL[DS] and all Customers. No matter the quantity, the vendor may not exceed the quoted unit price. The Department reserves the right to utilize the quoted unit pricing during the term of any applicable ATC and PO. Prices are ceiling rates inclusive of any and all costs associated with providing services.

III. Pricing

Initial Term Pricing (Years 1-3)			
Item No.	Description	Rate Per User	
1	Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: implementation initial training initial Integration integration maintenance support services	\$	
2	Subsequent Software YearOne year of security operationsplatform software Solution asdescribed in the RFQ per user. Toinclude:• ongoing training• integration maintenance• support services	\$	

	Optional Renewal Term Pricing (Years 4-6)		
ltem No.	Description	Rate Per User	
1	Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: implementation initial training initial Integration integration maintenance support services	\$	
2	Subsequent Software YearOne year of security operationsplatform software Solution asdescribed in the RFQ per user. Toinclude:• ongoing training• integration maintenance• support services	\$	

IV. ACS Price Breakdown

In the table below, the vendor shall provide the pricing breakdown to document the pricing is in accordance with the applicable ACS contract. The vendor shall provide the ACS SKU Numbers, ACS SKU Descriptions, Market Price, and ACS Price that encompass the services as described in the RFQ:

Item No. 1 - ACS Pricing Breakdown (including implementation)			
ACS SKU Number	ACS SKU Description	Market Price	ACS Price

Item No. 2 – ACS Pricing Breakdown (without implementation)			
ACS SKU Number	SKU Description	Market Price	ACS Price

V. Waterfall Pricing (Optional)

The Department is seeking an optional waterfall pricing model which leverages volume discounts. Vendors are encouraged to provide a pricing structure which specifies a volume range at which larger discounts could be applied. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

VI. State of Florida Enterprise Pricing (Optional)

The Department is also seeking an optional annual fixed rate to provide the Solution and services to all potential FL[DS] Customers. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

VII. Value-Added Services (Optional)

If vendors are able to offer additional services and/or commodities for a security operations platform at no additional cost to the Department, the vendor may offer the Department valueadded services, in addition to the services and/or commodities expressly sought by this RFQ.

Per **Section 31.0**, Scrutinized Companies, a vendor submitting a Quote must certify that their company is not participating in a boycott of Israel. By signing below, the vendor so certifies. Additionally, the person submitting the quote and pricing is authorized to respond to this RFQ on the vendor's behalf, as confirmed by the signature below.

Vendor Name

Signature

FEIN

Signatory Printed Name

Date

ATTACHMENT B CONTACT INFORMATION SHEET

I. Contact Instructions

The vendor shall provide the contact information for the Quote and a contact for the resulting ATC and PO contact in the table below.

II. Contact Information

	Contact for Quoting Purposes	Contact for the ATC and PO (if awarded)
Name:		
Title:		
Address (Line 1):		
Address (Line 2):		
City, State, Zip Code		
Telephone (Office):		
Telephone (Mobile):		
Email:		



Service Description

ProVision Cybersecurity and Compliance Solutions

Last updated 17 February 2022



© 2022 Foresite Cybersecurity. All rights reserved. The product described in this Service Description is protected by U.S. and international copyright and intellectual property laws,

ProVision is a registered trademark or trademark of Foresite Cybersecurity in the United States and/or other jurisdictions. All other marks and names mentioned in this Service Description may be trademarks of their respective companies.

As used in this Service Description, "ProVision", "we" or "us" means Foresite Cybersecurity Inc., a Delaware corporation, if the billing address for your order is in the United States, and Foresite Unlimited Company, a company organized and existing under the laws of the United Kingdom, if the billing address for your order is outside the United States. All terms used but not defined in this Service Description are defined in the Terms of Service or other documents comprising the Agreement between you and us regarding your use of the Service Offering.

The Foresite Cybersecurity Privacy Notices describe how personal information may be collected, used, shared, or otherwise processed by Foresite Cybersecurity as a data controller. The Foresite Cybersecurity Privacy Notices are available at https://foresite.com/about/privacy-policy/.



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ProVision Security-Operations & Compliance Platform Introduction

The ProVision Security-Operations & Compliance Platform is a cloud-native software solution that enables companies to custom-tailor SOC-as-Service solutions on demand for all their cybersecurity and compliance requirements.

ProVision delivers secure, agile outcomes from a single unified platform. The ProVision platform brings unprecedented observability, reporting, orchestration, automation, and response to all your cybersecurity functions.

ProVision solutions are delivered in a subscription model. Simply **O**Choose the modules that are right for your business. **O**Add licensing credits. **O**Go. -No onboarding fees. Add modules or upgrade at any time.

ProVision modules include:

ProVision Monitor	1. SIEM
ProVision Management	 Critical Asset Management Managed Detection & Response (MDR) Patch Management
ProVision Assess & Assure	 Security Testing GRC Advisory Foresite Integrated Risk Management (FIRM)

ProVision Overview

Definitions

Alert	A log received from the Device/Asset, parsed by VisionLink, and sent to ProVision.	
Client or Customer	The company procuring the managed service.	
Co-Management	Both the Client and Foresite have full access to the Device/Asset for any changes or updates.	
Contract	The contractual agreement between the parties.	
Device/Asset	A combination of hardware, software and licensing that is to be monitored/managed as part of the Service.	



Event	An activity that has been identified by ProVision to represent a potential threat that warrants additional triage by the SOC analysts to determine the nature of the activity.			
FIRM	Foresite's Integrated Risk Management Platform.			
Incident	An activity positively identified and warrants immediate engagement of Client incident handling and response personnel.			
Log	A record of activity written by a security device, network element, computing platform, etc. for such purposes as recording events, errors, status messages, or other operating details.			
OBQ	Onboarding Questionnaire. A document or online tool to gather all the required information to set up the Service.			
Onboarding	The activities and process to bring the Client into live Service.			
PoC	Client point of contact for managed service.			
ProVision/Portal	Foresite's next-generation cloud-based managed services platform.			
Service	Types of service available including Monitoring, Management, Assessment and Assurance.			
Service Level	Level of service dependent on the type of service.			
SOC	Foresite global security operation centers with the primary SOC located in Overland Park, KS, and supporting operations centers located in East Hartford, CT and Farnborough, UK.			
SOS	Scope of Services			
Ticket	 Comes in various forms such as, but not limited to: Support Ticket – Used to log and progress Tickets of a support nature (e.g., creation of a new user). Security Incident Ticket - An activity positively identified for further investigation that warrants follow up (e.g., Suspected Security Issue). Change Request Ticket – Used for creating requests for workload to be implemented (e.g., updating a set of Rules). Security Test – Used for security testing services such as Penetration Testing, Vulnerability Assessment. 			



VisionLink	Foresite's Client premise appliance responsible for log and security stream
	aggregation and processing as part of the cloud-based ProVision managed services platform.

Service Scope

Hours of Operation	Foresite's managed services are delivered through Foresite's Global Security Operations Centers (SOCs) which operate 24 hours per day, 7 days per week, and 365/6 days per year.
Language Support	All Services, Portal and communications are provided in English language only.
Remote Support	All activities are implemented and provided remotely. In the event of issues that require physical or local access, Client may at times be required for assistance to trouble shoot (e.g., system rebuild, power-cycle, reboot, or console access).
Telephone Support	Foresite SOC's are available 24x7 via a US and UK phone number. The call will always be directed to available security staff on shift. During busy periods, the call may go to voicemail and the team will aim to respond within 30 minutes.
Ticketing	 Ticket types include but are not limited to the following: Security Incident, Support Ticket, Change Request, Project and Security Test. The assignee of a Ticket will always be a Foresite SOC representative and if the status of the Ticket is set to "Waiting for Customer', then the progress of the Ticket is the responsibility of the Client's designated POC(s). Tickets have 4 severity levels as below: <i>P1 Emergency</i> – System down or potential security Incident that warrants urgent attention <i>P2 Critical</i> – Significant impact that could lead to a security Incident or system outage if not addressed <i>P3 Warning</i> – Moderate loss of functionality or security that should be addressed
	 P4 Informational – Supporting information and notification of behavior The SOC Analyst will work closely with the Client's designated POC(s) to progress and resolve the Ticket where appropriate. If Client does not respond to the Ticket in a timely manner, Foresite reserves the right to resolve or close the Ticket. Tickets can be updated/progressed within the ProVision Portal or via email by responding to the Ticket update email that will get sent to all those set as a



'Follower' within the Ticket. 'Followers' can be automatically assigned for all
Client Tickets or individually depending on the actual Ticket. 'Followers' are
confirmed during Onboarding and can be adapted throughout the lifetime of the
Contract.

Prerequisites & Client Responsibilities

The following requirements must be confirmed by the Client for the operation of the service:

Device/Asset	Suitable infrastructure to be included in the service.
Software License/Subscriptions	Any Device/Asset in the Service must have the appropriate full manufacturer's product license and subscriptions for the duration of the Service. Device/Assets of Software that are considered end-of-support by the manufacturer are not covered by the Service.
Hardware Support	All Devices/Assets must have the appropriate full manufacturer's maintenance for the duration of the Service.
Software limitations	Only the manufacturer's application(s) and operating system are to be installed and running on the Asset/Device.
Security Operation	All Devices/Assets that are brought into the Service must contain a valid rule base or configuration to protect the security of the Service. Foresite reserves the right to audit any such configurations and remedial work may be required to address any issues.
Connectivity	Client will ensure client-side access and connectivity to all Device/Assets as appropriate. Foresite is not responsible for resolving Client's Internet Service Provider (ISP) outages, or issues with Client's internal network or computing platform infrastructure.
Log Stream	Typically, syslog or via api but dependent on technology. It is the responsibility of the client to ensure the log stream is directed at VisionLink for Service operation.
Client Point of Contact (POC)	The Client is responsible for providing Foresite a primary point of contact (POC). The POC will provide access to knowledgeable technical staff, and/or third-party resources, to assist Foresite with any hands-on support or working with third-party vendors.
ProVision Manage	ProVision Monitor licensing is required for ProVision Management. VisionLink is required, which acts as a bastion host enabling the SOC Engineers to connect to customer infrastructure for on-prem equipment, is required.



Foresite	will	require	full	read/write	access	to	the	Device/Asset	under
managen	nent.								

ProVision Portal

The ProVision portal is your dashboard to all ProVision modules:

- View Dashboards for summary of Service
- Manage Devices/Assets and system inventory
- View and search Alert logs and Events
- Search, update and manage all types of Tickets
- Access the checklist used to manage the onboarding of a new customer
- Access the document repository and upload Client information
- Create and manage users
- View and update user profile and Client information
- Access and schedule Reports
- Create and manage templates for Assessment services
- Access appropriate Knowledge Base articles

Reporting

ProVision provides a multitude of preconfigured reports that are all available in the ProVision Portal. Reporting is very flexible, including custom and quick date ranges, Device/Asset or Account information, tabular, graphical, or numerical view in a variety of different formats including bar graphs, line graphs, heat maps, pie charts and more.

Reports can be downloaded as a .csv or .pdf and can also be emailed using the report scheduler. Reporting includes but is not limited:

- Monthly Management Report (Overview of Service for the period)
- CISO Report (Overview of Service for CISO reporting)
- Estate (Users, Managed Assets/Devices, Compliance)
- Tickets (Management Report, Support Tickets, Security Tickets, Change Requests)
- Service specific reports for areas such as Patch Management, MDR and M365
- Authentication (Management Report, Summary Report, By User, By Device, By Disabled Accounts)
- Accounts (Created, Disabled, Deleted, Enabled, Locked, Password Activity)
- Security Analysis (Management Report, Events, Log Messages, Anti-Virus, Policy Changes)
- Traffic (Management Report, Dropped Traffic, By Source, By Destination, By Destination Port)

Additional Reports can be requested during onboarding and can be adapted throughout the lifetime of the Contract (subject to availability of data). With the aim of continuous improvement, Foresite reserves the right to add/remove/change the reporting within ProVision.



Service Description ProVision

Onboarding

The Foresite Customer Success Management (CSM) team will work with Customer to manage ProVision onboarding. An in-app onboarding checklist will guide and track onboarding progress.

Onboarding times vary based on ProVision modules, project complexity, and customer commitment to provide access, resources, and technical requirements timely.

Service Level Agreement (SLA)

Availability of the ProVision Portal

Foresite's ProVision Portal is guaranteed available 99.99% of the time over a one-year period and measured annually.

SLA Failure Rebate:

At Client's request, Foresite will pay a rebate each year (following each 12 months of service) in the format of a service credit which can be used to purchase additional services or extend the service period if the SLA has not been met. Customer must log the request for a rebate as a Ticket in the ProVision Portal within 30 days of the proposed missed SLA. Total service credit Rebates cannot exceed 10% the total annual service charge.

Measure	Credit
Availability of the ProVision Portal	Half a day service credit for every whole hour the SLA is missed
Events (Response)	1 hour service credit for every P1 or P2 Event that misses the Response SLA
Tickets (Response)	1 hour service credit for every P1 or P2 Ticket that misses the Response SLA

Maintenance Window

With the unique ProVision infrastructure, it is very rare that maintenance windows are required that incur an interruption to ProVision or the Service. Should there be a requirement for a period to conduct any maintenance, Foresite reserves the right to communicate that maintenance window in advance through the notification system within ProVision.



Time-to-Respond

Measured from when the Event or Ticket is created to when it is first touched by a SOC Engineer.

	Priority	Time to Respond (TTR)
	P1 Emergency	15 mins
ProVision Monitoring	P2 Critical	30 mins
Events	P3 Warning	2 hours
	P4 Informational	n/a
	P1 Critical Impact	1 hour
ProVision Monitoring	P2 Significant Impact	4 hours
Tickets	P3 Normal/Minor	24 hours
	P4 Low/Information	48 hours
	P1 Emergency	1 hour
ProVision Management	P2 Critical	2 hours
Events	P3 Warning	8 hours
	P4 Informational	n/a
	P1 Critical Impact	TTR + 4 hours
ProVision Management	P2 Significant Impact	TTR + 8 hours
Tickets	P3 Normal/Minor	72 hours
	P4 Low/Information	7 days
	P1 Critical Impact	1 hour
Patch Management	P2 Significant Impact	4 hours
Tickets	P3 Normal/Minor	24 hours
	P4 Low/Information	48 hours

SLA Exceptions

The following exclusions are not included in the SLA calculation:

- Scheduled maintenance work required by Foresite
- Change management requirements affecting managed devices
- Circumstances beyond the reasonable control of Foresite
- Loss of connectivity due to Client connectivity issues or Client managed issues

Exclusions

The following (without limitation) are not included in the Service:

Site Visits (on-site Support)	Site visits are not included with the Service.
Services for Device/Assets not covered within the Service	

	FO	R	ESI	Т	E
(CYBE	RS	ECU	IRIT	Y

Remedial work	Issues caused by Client initiated Changes or failed
	Changes are not covered by the Service.

Foresite operates a Fair Use Policy for the number of Tickets and Change Requests used in the Service. There is no limit on the number of Security Incident and Support Tickets used but Foresite reserve the right to review the volume of Change Requests per Client if it is determined that the Change Requests are being improperly used.

ProVision Modules

ProVision modules are customizable per Client. Module licensing is required for each module to apply. Contact your Foresite reseller or Foresite Sales Director to add additional modules not covered in your current subscription.

ProVision Monitoring & Alerting (SIEM)

Foresite's Monitoring Service delivers real time cybersecurity monitoring providing visibility of cyber threats with actionable intelligence.

ProVision Monitoring includes:

Description	Security Monitoring & Analysis
ProVision Security Suite Portal	\checkmark
Log Storage and Analysis	\checkmark
Security Information Event Monitoring	~
24x7x365 Analysis and Alerting	\checkmark
Notification & Escalation	\checkmark
Reporting	\checkmark

Service Scope

Foresite will monitor and analyze the log stream from the devices/assets under service. The log source will vary dependent on technology but is typically via syslog or API.

Monitored services require VisionLink (Foresite log collector):

- VisionLink is Foresite's software, which typically is deployed on-premises, but may also be deployed in the cloud, or by Foresite in some circumstances to facilitate the collection of data connecting to ProVision.
- Foresite recommends deploying VisionLink on a customer provided virtual machine. Other options are available if necessary.



• Client shall make available log feeds to VisionLink for all monitored devices.

VisionLink Requirements:

- VM specifications depend on the number of Devices/Assets in the Service.
- Typically, Quad core, 500GB HDD and 4GB Memory
- Ubuntu 20.04 LTS (or later approved system)
- Client is responsible for ensuring the VM is always available for the service.

Alerting & Escalation

Log streams received by VisionLink are parsed, normalized, and sent to the ProVision threat engine for additional analysis. The business rules in the threat engine raise any suspicious logs or patterns of behavior to an Event. Event conditions that are deemed of interest or worthy of follow-up will be brought to the attention of the Client's designated PoC(s) by the creation of a ticket within ProVision.

Events are classified into 4 severities:

Emergency	Existence of conditions which indicate a potential security incident has occurred
Critical	Existence of conditions which indicate the presence of a potential security threat requiring attention
Warning	Potential Incidents that may have been averted but warrant investigation and confirmation
Informational	System and vendor information to bring additional context to higher priority Events

All progress of incidents will be tracked within ProVision tickets. The SOC may also call the Client depending on the severity of the Incident. Communication and escalation plan preferences are confirmed during onboarding and can be adapted throughout the lifetime of the Contract.

Log Retention

Foresite stores ProVision security stream data consisting of processed log information (Alerts) for a minimum period of 1 year unless otherwise specified in the Sales Order. 90 days of Alert logs are available and searchable online in the ProVision portal, with the additional 9 months being stored on offline storage. Additional storage requirements are available.

Additional Checks

Foresite can apply additional checks to a Device/Asset depending on requirement. These checks include ICMP (Ping), HTTP, HTTPS, & SSH. Any additional checks are confirmed during onboarding and can be adapted throughout the lifetime of the Contract.



ProVision Management

Reliable cybersecurity infrastructure management for firewall, NGAV, EDR, and more.

Get the most out of your security investment with:

- 24x7x365 access to skilled security professionals.
- Discover and remediate security gaps before they are a problem.
- We will help you with full incident analysis, remediation, change control, and system updates/upgrades.
- Completely managed or co-managed solutions.

PREREQUISITE

Requires ProVision Monitor

ProVision Management includes:

Description	Security Monitoring & Analysis
ProVision Security Suite Portal	✓
Log Storage and Analysis	\checkmark
Security Information Event	~
Monitoring	
24x7x365 Analysis and Alerting	✓
Notification & Escalation	✓
Reporting	\checkmark
Incident Remediation	\checkmark
Change Requests	✓
System Upgrades*	\checkmark
System Configuration Backup**	Option

*System Upgrades are included for minor upgrades that can be performed remotely. If onsite work is recommended and required, this will be covered by an additional SOS.

**Backups of the Device/Asset are the responsibility of the Client. At Client request, Foresite will perform a manual configuration backup prior to implementing any Change Requests, subject to the technology allowing it.

Service Scope

Customer will choose a management program:

Co-Management	Customer has full read/write access to their infrastructure
	 Customer is required to document all changes they make via a change request ticket in ProVision.
	2. Client can use a combination of Client implemented and Foresite implemented changes throughout the lifetime of the Service.



Full-Management	Client has read-only access to their infrastructure

Foresite will provide management services for the Device/Asset that includes policy updates, rule base changes and configuration changes as required for the operation of the service.

Managed Detection & Response

Protect your business with Managed Detection and Response (MDR) solutions. MDR Services provide better proactive defense than traditional managed security services alone. Foresite's MDR solutions enable a proactive and advanced approach to cybersecurity. Advanced detection of malicious activities through security threat hunting and monitoring significantly reduce days to response, and rapid incident analysis and response significantly lessons security breach costs.

Foresite will utilize an Endpoint Detection Response (EDR) technology (and other solutions based on delivery requirements if applicable) to investigate devices and network data within the organizations infrastructure to attempt to identify malicious and/or suspicious activity.

Using pro-active threat hunting techniques, the service is designed to uncover advanced threats potentially hiding within the organization.

Managed Detection and Response service options:

Description	Standard	Advanced
EDR Software	\checkmark	✓
EDR Licenses	\checkmark	\checkmark
Threat Hunting Sessions per week	1	2
ProVision Platform	\checkmark	\checkmark
First Line Support/Management of the EDR		\checkmark
platform	v	
24x7x365 EDR monitoring	\checkmark	\checkmark
Policy Review	\checkmark	\checkmark
Custom Watchlist Alerting (Carbon Black only)	Х	\checkmark
Advance Reporting	X	\checkmark
Proactive Response	X	\checkmark

EDR licensing options:

Customer Provided	See Sales for current support technologies
Foresite Provided	Standard: VMWare CB Endpoint Standard
	Advanced: VMWare Enterprise Endpoint Detection and Response



Service Scope

Foresite's MDR service provides real-time security monitoring, analysis and identification of potential areas of compromise within the Client's estate. On top of managing the EDR platform, Foresite will proactively hunt the Client's estate for potentially hidden threats, known vulnerabilities, potential misconfigurations, and recommend policy tuning.

All Foresite activities are unobtrusive and conducted in the background with the customer only being alerted should a threat and/or vulnerability be discovered. Identified and potential threats will be logged as Security Incident Tickets and progressed/mitigated as per the section above on Ticketing.

Threat Hunting	Foresite will run Threat Hunting sessions across the Client's estate that includes information gathering, searches across the customer estate, and the generation of the automation/watchlist.
Supported Infrastructure	Windows, macOS, Linux operating systems. See specific vendor product support for the product deployed.
Automation (Advanced only)	Foresite will add all manual hunts, where possible, into an automated process, such as Carbon Blacks watchlists. This will enable alerting and a better security posture on the latest threats.

Customer will identify:

Critical Endpoints, Servers, Users, and/or Applications	Foresite Threat Hunting will be greatly improved by the identification of critical assets within the estate. These assets could be anything which are essential to the operation of day-to-day business, including but not limited to, Endpoints, Servers Users, and/or Applications.
Pre-Approved Actions	Clients will advise what pre-approved actions Foresite can undertake. For example, Endpoint isolation should a threat be detected, running full disk scans, first line removal attempts of a potential threat, etc.

Onboarding Stages:

Sensor Rollout	Installation of the endpoint sensors onto all
	Devices/Assets included within the service.



Policy Implementation	Foresite recommended policies are put in place that include individual policies for Standard Endpoints, High-value Endpoints, Standard Servers, Mission Critical Servers.
Tuning	Data and Alerts will be reviewed and tuning recommended based on Threat Hunting results, false positive alerts, customer requirements.

Patch Management

Proven, industry-leading patch management services to keep all your systems, operating systems, and third-party applications up to date with the latest software and security patches.

Most cyber-attacks involve exploits on known vulnerabilities preventable with better patch deployment. 60% of data breaches have historically involved unpatched vulnerabilities. Foresite's automated patch management solution will provide a clear picture of your security risks. By identifying non-compliant systems and reducing time-to-patch, Foresite will reduce your cybersecurity risk. Patch management process can be difficult and time consuming, but it is an essential business function Foresite can help you perfect.

Foresite's Patch Management Service is available for Windows and Linux Servers, Windows and MacOS workstations and hundreds of third-party applications. The Service is provided using Ivanti End Point Manager (EPM) and ProVision.

ProVision Patch Management includes:

Description	
ProVision Platform	✓
Reporting	\checkmark
Ivanti EPM Software	\checkmark
Patch related vulnerability scan (not all	
vulnerabilities)	v
Automated patching based on severity and	
device type	\checkmark
(e.g., workstations or servers)	
Auto reboots (where allowed)	\checkmark
Patch Monitoring	\checkmark
Patch anywhere (on prem or at home. requires	1
internet access)	•



Service Description ProVision

Service Scope

Foresite will monitor the identified Assets in Service to keep up to date with software patches across the estate. Foresite will work with the Client to identify the Assets in scope and provide the Ivanti EPM agent for the client to install.

Patch Management Reports are available within ProVision and additional reports can be made available upon request.

All Foresite activities will be implemented remotely. In the event of issues that require physical or local access to the Device/Asset, Client may at times be required for assistance to troubleshoot.

Automation

Once configured, Patch Management is automated with the best results being achieved by keeping the automation process simple and consistent. This includes a regular patch maintenance window, ideally weekly or monthly that can be agreed on during onboarding.

Patches are deployed automatically in a staged approach to a smaller test group then after a week to the rest of the estate. This is an extra safety measure approach to capture any potential compatibility issues before full deployment.

Patch Releases

Microsoft releases their monthly patches on the second Tuesday of each month. With various standards in mind that look for patches to be installed between 14 days to 30 days after release, we start each patch cycle after patch Tuesday. Many other third-party software providers also follow this approach.

Supported Infrastructure

Windows, macOS, Linux operating systems plus most major applications such as MS Office, browsers, Adobe, and Java (see full supported applications list).

Onboarding

Foresite will work with the client to identify and bring all Devices/Assets into the Patch Management Service during the onboarding process as follows:

Pilot	One or 2 devices of each type (e.g., Server, Workstation) to prove the model and ensure there are no compatibility issues. This will involve installing the Patch Management Agent, ensuring it's reporting into the service and can deploy patches. It will test the full patch process to identify any potential issues such as firewall or app blocking. The agent is usually manually installed on these devices at this stage.
Test Group	Foresite will work with the Client to identify a group of devices (typically 10) that will receive patches first for each patching period. This test mass deployment in the Client environment using software deployment tools or group policy to install the agent remotely.



Estate Roll Out	Installation of Patch Management Agent to all infrastructure in the Service. All
	devices in this group will receive patches a week after the test group.

ProVision Assessment

Vulnerability Scanning

Vulnerability scans assess computers, systems, and networks for security weaknesses, also known as vulnerabilities. These scans are typically automated and give a beginning look at what could possibly be exploited.

A vulnerability scan is the first step performed in the process of conducting a vulnerability assessment. Vulnerability scans create auto-generated reports which generally detect only surface level vulnerabilities. The scans should be used in lieu of a full assessment.

Vulnerability scans are a passive approach to vulnerability management, as they don't go beyond reporting on detected vulnerabilities. Foresite follows 'NIST SP 800-115 Technical Guide to Information Security Testing and Assessment' as our testing framework.

Vulnerability Assessment Testing

A vulnerability assessment is less thorough than a penetration test, as it doesn't involve social engineering attacks or exploits designed to breach your security infrastructure.

Foresite consultants will review the results of an automated vulnerability scan, which involves a nominal amount of manual evaluation. The use of additional tools (manual testing methods) may be necessary to determine actual vulnerabilities from potential or non-existent vulnerabilities (false positives).

Any exploit that would result in a Denial of Service, disrupt services or system access, or result in the actual penetration of the system and risk damaging the system will not be performed. These vulnerabilities will be listed as potential vulnerabilities and will require further investigation. Foresite follows 'NIST SP 800-115 Technical Guide to Information Security Testing and Assessment' as our testing framework.

Penetration Testing

A penetration test simulates a hacker attempting to gain access into network infrastructures or information systems through manual (hands on) exploitation of vulnerabilities. Foresite follows 'NIST SP 800-115 Technical Guide to Information Security Testing and Assessment' as our testing framework.

Penetration testing is a manual approach performed by Foresite consultants (real people) looking to evade or overthrow the security features of system components. It is designed to exploit discovered



weaknesses and determine risk exposure, giving full visibility into how malicious entities may be attacking your systems and to what extent they are at risk.

Any exploit that would result in a Denial of Service, disrupt services or system access, or result in the actual penetration of the system and risk damaging the system will not be performed. These vulnerabilities will be listed as potential vulnerabilities and will require further investigation.

PREREQUISTE

External Network Assessment activities: Delivery of services route through nodes that map back to Foresite.

Internal Network Assessment activities require network access via:

- 1. Onsite at the request of the customer
- 2. Preconfigured physical appliance, shipped and installed
- 3. Virtual installation of Foresite .ISO within customer environment

Customer will choose a testing method:

White-box:	Customer provides detailed information about the network, often including IP addresses/ranges, sensitive device IPs, network diagrams, and other pertinent documents.
Gray-box:	Customer provides limited information such as number of active devices, number of subnets, and IP addresses/ranges.
Black-box:	Customer provides network access to resources/equipment. No network information is provided, except static lps.

Project Phases:

Discovery and Enumeration	a) Fingerprinting: Fingerprinting is the systematic discovery of a target in order to build an attack profile. With no inside knowledge of your infrastructure, Foresite will identify its access points and address ranges, determine associated domain names, attempt to gain insight into user id/password makeup, identify potential social engineering avenues, and gather information about your infrastructure. These determinations will be accomplished using publicly available information. Note that no social engineering will be attempted during this phase. Once this phase is complete, Foresite will contact your point of contact and confirm finding regarding discovered IP-address ranges. Fingerprinting is only necessary if a Black-box approach is
	ranges. Fingerprinting is only necessary if a Black-box approach is used.
	b) Host, Service, and Application Identification: This activity includes identifying all accessible hosts and their associated services and applications within the identified IP-address ranges in their entirety.



	Where possible, identification will include system type, O/S type, services type, and service version.
Vulnerability Identification	This activity involves identifying vulnerabilities for each identified host and associated services using both public and proprietary techniques. Foresite will correlate the vulnerabilities to determine if a combination of vulnerabilities will allow for a larger exploit. We will provide a risk rating based upon technical, legal and regulatory, and business issues.
Validation and Assessment	Foresite will conduct a false positive analysis to confirm that the vulnerabilities identified via scanning are indeed actual confirmed or potential vulnerabilities. This activity will be conducted by a Foresite analyst using manual testing methods. Any exploit that would result in a Denial of Service, disrupt services or system access, or result in the actual penetration of the system and risk damaging the system will not be performed. These vulnerabilities will be listed as potential vulnerabilities and will require further investigation.
Exploitation and Penetration Testing	Penetration Testing activities may be performed on specific network segments, VLANs, or whole networks and are based on a case-by-case basis with the Customer. Penetration Testing includes exploitation and attempts to gain access via identified vulnerabilities to gather additional data or to devices. Upon gaining access to a device, Foresite will gather additional information to move laterally (if needed/required) within the environment. This may include installing tools on devices, adding user accounts, or utilization of installed software/applications for "malicious" actions. All tools and accounts to be removed upon completion of testing.

Important Considerations

- 1. Penetration testing activities have inherent risks and could cause unforeseen adverse effects in Customer environment including crashing servers, exposing sensitive data, corrupting production data, disruptions or other effects. Customer understands and accepts these risks.
- 2. Foresite does not engage in Denial of Service (DOS) testing unless explicitly requested and will not engage in any test which would result in a DOS.
- 3. Testing will be scheduled during times most conducive to your organization, and no tests which would be potentially disruptive to normal business will be conducted during business hours.
- 4. Unless separately defined for testing, if a web application is found within the range of tested IP(s), Foresite performs only basic unauthenticated application testing.

A Scope of Services (SoS) will be provided to define the specifics for this type of engagement. Customer must complete an in-app Rules of Engagement (ROE) for this engagement.



ASV Scanning

Approved Scanning Vendor (ASV) scans begin with an automated enumeration process to identify all the hosts and services running in your environment. Once enumeration is complete, the manual assessment phase tests for the presence of known vulnerabilities in web-applications, system applications, networking devices, and operating systems that correlate to the enumeration results. The scan engine is regularly updated with the latest vulnerabilities.

In accordance with PCI DSS Requirement 11.2.2, merchants and service providers specifically require quarterly external vulnerability scans which must be performed by an ASV. The scan is performed from a point external to the target network so that internet-facing ports and services are assessed.

Once a passing scan is performed, an Attestation of Scan Compliance is provided for documentation.

Application Testing

Application testing will be performed in one of the following manners:

White-box:	Customer provides static application code and any necessary credentials to execute on testing,	
Gray-box:	Customer provides application information and any necessary information	
Black-box: Customer provides limited information with no credentials being provided		

Application Testing includes attempts at exploiting identifiable vulnerabilities within applications or APIs.

Foresite follows the Open Web Application Security Project[®] (OWASP) guidelines to assess applications for common vulnerabilities.

OWASP is a nonprofit foundation that works to improve the security of software. Through community-led open-source software projects, hundreds of local chapters worldwide, tens of thousands of members, and leading educational and training conferences, the OWASP Foundation is the source for developers and technologists to secure the web.

OWASP Top 10 Categories are available at: <u>https://owasp.org/www-project-top-ten/</u>

Full OWASP checklist available at: <u>https://github.com/tanprathan/OWASP-Testing-Checklist/blob/master/OWASPv4_Checklist.xlsx</u>

Deliverables include a full analysis of findings and recommendations.

A Scope of Services (SoS) will be provided to define the specifics for this type of engagement. Customer must complete an in-app Rules of Engagement (ROE) for this engagement.



Mobile Application Testing

Mobile Application Testing includes attempts at exploiting identifiable vulnerabilities within mobile applications.

Foresite follows the Open Web Application Security Project[®] (OWASP) guidelines to assess applications for common vulnerabilities.

OWASP is a nonprofit foundation that works to improve the security of software. Through community-led open-source software projects, hundreds of local chapters worldwide, tens of thousands of members, and leading educational and training conferences, the OWASP Foundation is the source for developers and technologists to secure the web.

OWASP Top 10 Categories are available at: <u>https://owasp.org/www-project-mobile-top-10/</u>

Deliverables include a full analysis of findings and recommendations.

A Scope of Services (SOS) will be provided to define the specifics for this type of engagement. Customer must complete an in-app Rules of Engagement (ROE) for this engagement.

Wireless Testing

Wireless testing can be performed:

Onsite	Allows consultants to map the signal strength (heat map) of wireless signal propagation. Otherwise, testing activities will be performed remotely.
Remote	Testing will be performed using an appliance / device shipped to the identified location(s).

Testing Includes:

Identifying Wireless Networks	Perform passive and active scanning to identify available "seen" and "hidden" wireless networks and determine ownership so as not to test out-of-scope networks.
Vulnerability Research	Identified and in-scope wireless networks are then tested to identify and verify vulnerabilities in preparation for exploitation.
Exploitation	Leverage identified weaknesses (vulnerabilities) in attempts to gain access to wireless assets and seek to pivot to the internal network. Network traffic is analyzed to identify potentially sensitive data traversing the wireless networks.



Reporting	Reporting captures executed methods and findings into a comprehensive document. This includes detailed technical risks, vulnerabilities and how they were found, notation of successful exploits and recommendations for remediation and implementation of appropriate security controls.

A Scope of Services (SoS) will be provided to define the specifics for this type of engagement. Customer must complete an in-app Rules of Engagement (ROE) for this engagement.

Email Phishing

Phishing is when attackers send malicious emails designed to trick people into falling for a scam. The intent is often to get users to reveal financial information, system credentials or other sensitive data.

An email phishing campaign will test employee's knowledge and compliance with security procedures and their response to social engineering exploits.

Foresite will utilize common ruses delivered via email to in-scope users attempting to gain access to sensitive information. Our host will attempt to request information such as usernames, passwords, and other sensitive information in a secure and controlled method that mimic the same types of attacks an actual hacker would use.

A Scope of Services (SoS) will be provided to define the specifics for this type of engagement. Customer must complete an in-app Rules of Engagement (ROE) for this engagement.

Phone Social Engineering

Foresite social engineers will perform typical telephone attacks against in-scope personnel designed to gain the target's confidence and convince them to perform an action or provide sensitive data to test their response to social engineering exploits.

A Scope of Services (SoS) will be provided to define the specifics for this type of engagement. Customer must complete an in-app Rules of Engagement (ROE) for this engagement.

Short Message Service (SMS) Phishing

Smishing (SMS text phishing) is a type of phishing that takes place via short message service (SMS) messages – otherwise known as the text messages that you receive on your phone through your cellular carrier. The goal of smishing here is to scam or otherwise manipulate consumers or an organization's employees to test their cybersecurity awareness.



Foresite will utilize common ruses delivered via SMS to in-scope users. These types of messages generally involve some type of content that will prompt them to click on a link. Successful execution can take the user to a website that prompts them to provide their login details or other information. The goal here is to get them to provide information that attackers can use to access personal or work-related accounts, commit identity fraud, or engage in some other type of malicious activities.

A Scope of Services (SoS) will be provided to define the specifics for this type of engagement. Customer must complete an in-app Rules of Engagement (ROE) for this engagement.

Physical Security Testing

Foresite engineers will provide onsite physical site testing including:

Physical Security Testing:	This includes general observation of physical security measures, attempts to enter the building and secure areas inside of the building without authorization using methods such as "piggybacking" (following authorized users), "jimmying" or "carding" door latches, or similar methods.
Physical Security Review:	This includes general observation of physical security measures.

Foresite personnel will not use destructive entry methods, damage property, or impersonate public safety or government officials. Foresite personnel may impersonate employees, customers or vendors in attempts to gain access to sensitive information.

A Scope of Services (SoS) will be provided to define the specifics for this type of engagement. Customer must complete an in-app Rules of Engagement (RoE) for this engagement.

ProVision Assurance

Foresite Integrated Risk Management (FIRM)

Foresite's Integrated Risk Management module (FIRM) delivers fast, powerful, security compliance orchestration. FIRM allows your team to effortlessly manage your security and compliance in real-time providing a complete measure of your cybersecurity risk scoring, which brings clarity to important risk questions:

- Is your technology implemented correctly and actively managed by trained staff?
- Are your policies well written and covering all the bases for compliance?
- Do your security practices match your defined processes?

When used in combination with Provision Monitoring, Management, and Assessment, FIRM delivers realtime, continuous updates how your risk and compliance changes based on daily security operations:



Streamline Your Compliance	254 supported compliance standards (HIPPA, PCI DSS, ISO 27001, SIMM, StateRAMP, CMMC, SOC2, SCF, NIST 800- 53 R5, NIST CSF, NIST SP, ISO 27002, FFIEC and more) giving your team measurable ways to manage risk across multiple frameworks in seconds.
Maximize Your Spend	Spend less time and money on policy reviews with automatic security policies and practices scoring.
Demonstrate Security Awareness	Compliance monitoring for ongoing risk visibility with real- time scoring making security reporting easy.
Optimize Your DevSecOps	Remove security bottlenecks with 24/7 support from integrated security operations center to align your compliance and security efforts under one umbrella.
Improve Your Security Maturity	Compliance risk assessments with action plans for risk mitigation so you can set goals for enhancing your security posture.

FIRM service features:

Automated Policy Scoring	FIRM understands your policies and scores them against our industry composite gold standards that were sourced from SANS, NIST, ISACA, and other industry leading organizations. This is done through our proprietary ML algorithms that are constantly being trained on the most current and appropriate policy wording.
Automatic Control Mapping	FIRM removes the time-consuming complexity of matching regulatory framework controls to your information (policies, procedures, evidence, etc.), reducing scope from weeks to days.
Policy Templates	FIRM includes templates for specific controls and control families.
One-to-Many Compliance Mapping	Map your current compliance framework to additional regulatory frameworks to easily meet multiple compliance reporting requirements.
	Plan of Action and Milestones (POA&M) can be exported into any control framework.



Vulnerability Ingestion	Vulnerability assessment is a core component of regulatory frameworks. FIRM ingests vulnerability data from ProVision or your own scanner to improve your security scoring based on your actual risks and results.
Attack Simulation	Attack simulations allow you to test your organization's policies, practices, and technology to a specific set of controls to ensure they are working as expected.
Continuous Monitoring (Requires ProVision Monitor)	 FIRM's continuous risk monitoring replaces the outdated point-in-time approach to compliance. Organization's environments change and evolve by the minute. Sustainable compliance must keep up with the changes to continue to meet business objectives -FIRM meets this challenge. When combined with ProVision Monitor and Assess, you will experience unprecedented integrated risk management and visibility into your compliance objectives.
Unlimited Assessments	Perform unlimited self-assessments.

GRC Services

No matter your industry, no matter the size of your business, Foresite is here to help your organization thrive. We provide expert advice from vCISO, to gap assessment, to full attestations on many frameworks to navigate increasingly complex and rapidly changing cybersecurity compliance regulations. Our team will help ensure your business meets all the regulatory data security requirements that pertain to your industry's cyber compliance.

Small business or large enterprise, from reporting processes to understanding risks, we can help you find the cyber security compliance services that work for your specific needs.

Our expert consultants will custom-tailor a Scope-of-Services specifically for your GRC engagement.

Business Operations

Terms of Use

Access and use of Foresite products described in this service description are governed by the Foresite Order Form and Foresite Software Master Agreement available at <u>https://foresite.com/docs/ma/</u>.



Service Description ProVision

Purchasing the Service Offering

The Service Offering is offered on a subscription basis for either a one-year or three-year term unless specifically noted as one-time on the Sales Oder Form contract. Subscription Services automatically renew for successive twelve (12) months each, unless a party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term, or the Contract is terminated sooner as provided in the Terms and Conditions. Foresite reserves the right to increase fees by up to five (5%) upon renewal.

ELASTIC INFORMATION SECURITY ADDENDUM

This ELASTIC INFORMATION SECURITY ADDENDUM (this "Addendum") is subject to, and hereby incorporated into, the applicable Customer Data Processing Addendum under the Elastic agreement between Customer and Elastic which has been previously entered into, or which is being entered into as of even date herewith, by Elastic and Customer (the "Agreement"). Elastic shall process and protect Customer Information in accordance with the applicable Data Processing Addendum and this Addendum. Capitalized terms not defined in this Addendum shall have the meanings set forth in the applicable Agreement.

1. INFORMATION SECURITY PROGRAM

Elastic shall maintain an information security program that is designed to protect the security, confidentiality, and integrity of Customer Information (the "Elastic Information Security Program"). The Elastic Information Security Program will be implemented on an organization-wide basis. The Elastic Information Security Program will be designed to ensure Elastic's compliance with data protection laws and regulations applicable to Elastic's performance under the applicable Data Processing Addendum, and shall include the safeguards set forth on Appendix A, which substantially conform to the ISO/IEC 27002 control framework (the "Elastic Information Security Controls").

2. THIRD-PARTY SERVICE PROVIDERS

Customer acknowledges that Elastic does not maintain any physical data centers. Rather, Elastic uses Infrastructure as a Service (IaaS) providers, such as Amazon Web Services (AWS), Microsoft Azure and Google Cloud Platform (GCP) to provide Elastic Cloud Services and uses Software as a Service Providers (SaaS), such as Salesforce, to provide Support Services and Consulting Services. Elastic shall conduct regular due diligence on its third party service providers (which includes reviewing industry standard reports and certifications such as a SOC 2 report), and reasonably assure itself, based on their responses, that such third parties have in place security controls that are substantially similar to the Elastic Information Security Controls.

3. SECURITY BREACH RESPONSE

In the event Elastic becomes aware of a Security Breach, Elastic shall: (a) promptly notify Customer of the discovery of the Security Breach, which shall include a summary of the known circumstances of the Security Breach and the corrective action taken or to be taken by Elastic; (b) conduct an investigation of the circumstances of the Security Breach; (c) use commercially reasonable efforts to mitigate the effects of the Security Breach; and (d) use commercially reasonable efforts to communicate and cooperate with Customer concerning its responses to the Security Breach. As used in this Section, "Security Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Information that Elastic has an obligation to safeguard under the applicable Data Processing Addendum.

4. PROVISION OF SOC II, TYPE 2 REPORT

Upon written request, Elastic shall provide to Customer copies of audit reports (including the Service Organization Control (SOC) II Type 2 examination or similar reports as Elastic may have obtained as of the date of the written request) applicable to the Cloud Services, Support Services and Consulting Services, and related certificates and attestations, evincing its compliance with industry standards and, as applicable, accreditations. Where applicable, the accredited independent third-party audits will occur at the frequency required by the relevant standard to maintain compliance and accreditation. Upon Customer's request thereafter, Elastic shall provide current or updated certificates, attestations, or reports on up to an annual basis.

5. SECURITY ASSESSMENT

Upon the provision of reasonable notice to Elastic, once every twelve months during the term of the Agreement and during normal business hours, Elastic shall make appropriate Elastic personnel reasonably available to Customer to discuss Elastic's manner of compliance with applicable security obligations under this Agreement. In advance of such discussion, Elastic may, in its sole discretion, provide Customer with access to information or documentation concerning Elastic's information security practices as they relate to this Agreement, including without limitation, access to any security assessment reports designed to be shared with third parties. Any information or documentation provided pursuant to this assessment process or otherwise pursuant to this Addendum shall be considered Elastic Confidential Information and subject to the Confidentiality section of the Agreement.

6. Cloud Services

Notwithstanding anything contained herein, Customer shall be responsible for: (i) determining whether the Cloud Services are suitable for Customer's use; (ii) implementing and managing security and privacy measures to secure Customer's access and use of the Cloud Services, including, without limitation, managing credentials for and using secure connections to the Cloud Services; (iii) validating

plugins before installing them into the Cloud Services; (iv) implementing, maintaining, and monitoring backups of Content stored within the Cloud Services; and (v) removing Content from the Cloud Services environment prior to termination of the relevant Cloud Service.

Se	curity Control Category	Description
1.	Governance	 a. Assign to an individual or a group of individuals appropriate roles for developing, coordinating, implementing, and managing Elastic's administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Information. b. Use data security personnel that are sufficiently trained, qualified, and experienced to be able to fulfill their information security-related functions.
2.	Risk Assessment	 a. Conduct periodic risk assessments designed to analyze existing information security risks, identify potential new risks, and evaluate the effectiveness of existing security controls. b. Maintain risk assessment processes designed to evaluate likelihood of risk occurrence and material potential impacts if risks occur.
3.	Information Security Policies	 a. Create information security policies, approved by management, published and acknowledged by all employees. b. Review and update policies at planned intervals to maintain their continuing suitability, adequacy, and effectiveness.
4.	HR Security	a. Maintain policies requiring reasonable background checks of any new employee who will have access to Customer Information, subject to local law.b. Require all employees to undergo security awareness training on an annual basis.
5.	Asset Management	 a. Maintain a data classification standard based on data criticality and sensitivity. b. Maintain policies establishing data retention and secure destruction requirements. c. Implement procedures to clearly identify assets and assign ownership of those assets.
6.	Access Controls	 a. Maintain technical, logical, and administrative controls designed to limit access to Customer Information. b. For Cloud Services, restrict privileged access to the Content to authorized users with a business need. c. Review personnel access rights on a regular and periodic basis. d. Maintain policies requiring termination of access to Customer Information after termination of an employee. e. Implement access controls designed to authenticate users and limit access to Customer Information. f. Maintain multi-factor authentication processes for Elastic employees with access rights to systems containing Customer Information.
7.	Cryptography	a. Implement encryption key management procedures.b. Encrypt Customer Information in transit and at rest using a minimum of AES-128 bit ciphers.
8.	Physical Security	 a. For Cloud Services, i. Implement controls designed to restrict unauthorized physical access to areas containing equipment used to provide the Cloud Services. ii. Maintain equipment used to host the Cloud Services in physical locations that are designed to be protected from natural disasters, theft, unlawful and unauthorized physical access, problems with ventilation, heating or cooling, and power failures or outages.
9.	Operations Security	 a. Perform periodic network and application vulnerability testing using dedicated qualified internal resources. b. Contract with qualified independent third parties to perform periodic network and application penetration testing. c. Implement procedures to document and address vulnerabilities discovered during vulnerability and penetration tests.

APPENDIX A ELASTIC INFORMATION SECURITY CONTROLS

10. Communications Security	 a. For Cloud Services, require internal segmentation to isolate production systems hosting the Cloud Service from non-production networks. a. Require periodic reviews and testing of network controls. b. Centrally manage workstations via endpoint security solutions for deployment and management of end-point protections.
11. System Acquisition, Development, Maintenance	 a. Assign responsibility for security, changes and maintenance for all information systems processing Customer Information. b. For Cloud Services, test, evaluate and authorize major information system components prior to implementation for the Cloud Service.
 Information Security Incident Management 	 a. Monitor the access, availability, capacity and performance of the Cloud Service, Support Services and Consulting Services systems, and related system logs and network traffic using various monitoring software and services. b. Maintain incident response procedures for identifying, reporting, and acting on Security Breaches. c. Exercise the incident response process on a periodic basis. d. Implement plans to address gaps discovered during incident response exercises. e. Establish a cross-disciplinary security incident response team.
13. Business Continuity Management	 a. Establish, document, implement and maintain processes, procedures and controls to ensure the required level of continuity for information security during an adverse situation. b. Conduct scenario-based testing annually.
14. Compliance	 Establish procedures designed to ensure all applicable statutory, regulatory, and contractual requirements are adhered to across the organization.

ProVision Supported Vendor Technologies	Classification: Public				
ProVision Portfolio Vendor	Monitor MA2	Manage MA3	Co-Manage MA4	Status	Ingestion
Firewalls / Network & Security Palo Alto					
NGFW & VPN NGFW Additional Functions	Yes Yes	Yes Yes	Yes Yes	Released Released	Syslog Syslog
Prisma Panorama	Yes Yes	No Yes	No Yes	Released Released	Syslog(CEF)/API Syslog
Fortinet FW & VPN	Yes	Yes	Yes	Released	Syslog
NGFW Additional Functions FortiAnalyzer / FortiManager	Yes Yes	Yes Yes	Yes Yes	Released Released	Syslog Syslog
FortiWeb	Yes Yes	No	No	Parsing Only Released	Syslog Syslog
CISCO	Yes	Yes	Yes	Released	Syslog
Meraki (MX) Meraki Switch	Yes	Yes	Yes	Released	Syslog Syslog Syslog
Meraki Access Points	Yes	No	No	Released	Syslog Syslog
Secure Firewall - FirePOWER / FTD ASR / ISR (routing)	Yes Yes	No	No	Released	Syslog
Catalyst/IOS (switching) Nexus/XOS (switching)	Yes Yes	No No	No	Released Released	Syslog Syslog
WLC Cisco Umbrella	Yes Yes	No No	No No	Released Released	Syslog API
Cisco Netflow v9 Check Point	Yes	No	No	Released	Syslog
NGFW & VPN Next Generation All Other Blades	Yes Yes	No No	No No	Released On Req.	Syslog(CEF) Syslog
Juniper SRX	Yes	No	No	Released	Syslog
SSG SA / MAG (Pulse SSL VPN)	No	No	No	EOL	Syslog
EX / MX (switching / routing)	Yes	No	No	Released	Syslog
Wireless (WLC) Sonic Wall	Yes	No	No	Released	Syslog
Firewall (TZ & NSA Series) Sophos	Yes	Yes	Yes	Released	Syslog
Firewall WatchGuard	Yes	No	No	Released	Syslog
FireBox (FW) Zscaler	Yes	No	No	Released	Syslog
Zscaler ZIA Zscaler ZPA	Yes No	Yes No	Yes No	Released On Req.	Syslog(CEF) Syslog(CEF)
Zscaler ZDX Aruba	No	No	No	On Req.	Syslog(CEF)
Aruba Central Aruba Gateway	Yes Yes	No No	No	Released Released	API
ClearPass Airwave	Yes	No	No	Released Released	Syslog(CEF) Syslog(CEF)
Mobility Master Aruba Wireless AP	Yes	No	No	Released	Syslog(CEF)
WLAN Controller	Yes Yes	No No	No	Released Released	Syslog(CEF) Syslog(CEF)
Servers Windows Server	Yes	No	No	Released	Syslog (Winlogbeat)
Active Directory Server (Windows) Ubuntu	Yes Yes	No No	No No	Released Released	Syslog (Winlogbeat) Syslog
RHEL Debian	Yes Yes	No No	No No	Released Released	Syslog Syslog
Varonis DatAdvantage EDR/AV - Anti-Virus	Yes	No	No	Parsing Only	API
CB Defense Cylance	Yes Yes	Yes	Yes	Released Released	API Syslog
SentinelOne Cisco Secure Endpoint- AMP	Yes	Yes	Yes	Released Released	API
Bit Defender Gravity Zone	Yes	No	No	Released	API
Crowdstrike Cyphort	Yes Yes	Yes No	Yes No	Released Released	API Syslog
Eset McAfee EPO (On-Prem Only, not Cloud)	Yes Yes	No No	No No	Released Released	Syslog(JSON) Syslog(XML)
Palo Alto Cortex XDR Sophos Central	Yes Yes	No No	No No	Released Released	Syslog(CEF) API
Symantec End Point (SEP) Trend Micro Deep Security	Yes Yes	No No	No	Released Released	Syslog Syslog(CEF)
Windows Defender for Endpoint Webroot AV	Yes Yes	Yes No	Yes	Released Released	API
SIEM / Log Management Splunk	Log fwd	No	No	Released	Syslog
LogRhythm	Log fwd	No	No	Released	Syslog
QRadar DarkTrace	Log fwd Log fwd	No No	No	Released Released	Syslog Syslog
Authentication Duo	Yes	No	No	Released	API
Cisco TACACS Cisco ISE (Identity Services Engine)	Yes Yes	No No	No	Released Released	Syslog Syslog
Microsoft MFA Auth0	Yes Yes	No No	No No	Released Released	Syslog API
Okta SD-WAN	Yes	No	No	Released	API
VMWare VeloCloud	Yes	No	No	Released	Syslog
Versa Networks Cisco Secure Firewall - Firepower SDWAN	Soon Yes	No No	No No	On Req Released	Syslog Syslog
Fortinet SDWAN Hypervisors	Yes	No	No	Released	Syslog
Vmware ESXi VMWare vCenter	Yes Yes	No No	No No	Released Released	Syslog Syslog
Nutanix	Yes	No	No	Released	Syslog
Load Balancers Citrix Netscaler	Yes	No	No	Released	Syslog
F5 BIG-IP (LTM only) Managed Vulnerability Assessment	Yes	No	No	Limited	Syslog
ProVision Integration based solution Patch Management / Ivanti	Yes Yes	No No	No No	Released Released	N/A N/A
PAM / DNS CyberArk PAM	Yes	No	No	Released	Syslog(CEF)
Infoblox Thycotic Secret Server	Yes Yes	No No	No No	Released Parsing Only	Syslog Syslog
Cloud Azure AD	Yes	No	No	Released	API
AWS	Yes	No	No	Released	
Google Cloud Mail	Yes	No	No	Released	
Office 365	Yes	No	No	Released	API
Gsuite Barracuda Email Security	Yes Yes	No	No	Released Released	Syslog

ATTACHMENT A PRICE SHEET

I. Alternate Contract Source (ACS)

Check the ACS contract the Quote is being submitted in accordance with:

- 43210000-US-16-ACS Technology Products, Services, Solutions, and Related Products and Services
- X 43230000-NASPO-16-ACS Cloud Solutions
- 43230000-23-NASPO-ACS Software Value Added Reseller (SVAR)

II. Pricing Instructions

The vendor shall provide fixed rates quoted at or below the rates in the applicable ACS contract selected in Section I above. FL[DS] anticipates purchasing the external-facing asset discovery Solution for FL[DS] and all Customers. The estimated quantities listed are given only as a guideline for preparing the Quote and should not be construed as representing actual quantities to be purchased. No matter the quantity, the vendor may not exceed the quoted unit price. The Department reserves the right to utilize the quoted unit pricing during the term of the ATC and PO. Prices are ceiling rates inclusive of any and all costs associated with providing services. III.

III. Pricing

All below pricing is considered not-to-exceed (NTE) Pricing. Final pricing will be negotiated once the number of total customer entities and total number of users are provided.

WWT/Foresite's Security Operations Platform Essential Per Person

The following solution is for WWT/Foresite's Security Operations Platform, Essentials version, utilizing Foresite's ProVision.

	Initial Term Pricing (Years 1-3)				
ltem No.	Description	Rate Per Use	er		
1	Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	\$ 6	8.21		
2	Subsequent Software YearInitial Software YearOne year of security operations platform software Solution as described in the RFQ per user.To include:• ongoing training• integration maintenance• support services	\$ 6	8.21		

Initial Term Pricing (Years 4-6)				
ltem No.	Description	Rate Per User		
1	Renewal Software Year - ~15% Higher than Year 1 One year of security operations platform software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	\$ 78.44		
2	Subsequent Software Year - ~5% YoY Increase Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	\$ 82.36		

Item No. 1 - ACS Pricing Breakdown WWT/Foresite's Security Operations Platform Essential Per Person - SKU Breakdown					
ACS SKU Number	ACS SKU Description	Market Price	ACS Price		
	Foresite	•			
PS-SUPP-1	ProVision Essential - Per User Pricing Standard offering - 24x7x365 Security Operation Center - Includes ingestion from the supported list (https://foresite.com/docs/supported-assets) - Assets are limited by size of the organization based on user count (tiering) - Incident Response Support - Free Monthly Training from Technical Account Manager	\$ 25,000.00	\$ 64.00		
WWT Program Management Pricing per User Per Year					
PS-SUPP-1	WWT Program Management - Up to 10,0000 - Per User Pricing	\$ 25,000.00	\$ 4.21		

Item No. 2 – ACS Pricing Breakdown (without implementation) WWT/Foresite's Security Operations Platform Essential Per Person - SKU Breakdown				
ACS SKU Number	ACS SKU Description	Market Price	ACS Price	
	Foresite			
PS-SUPP-1	ProVision Essential - Per User Pricing Standard offering - 24x7x365 Security Operation Center - Includes ingestion from the supported list (https://foresite.com/docs/supported-assets) - Assets are limited by size of the organization based on user count (tiering) - Incident Response Support - Free Monthly Training from Technical Account Manager	\$ 25,000.00	\$ 64.00	

	Item No. 3 – ACS Pricing Breakdown Optional Add-On SKUs					
ACS SKU Number	ACS SKII Description		ACS Price			
	Vorld Wide Technology Security Operations Platform - Pricing per	r Device Per Ye	ar			
PS-SUPP-1	Production Telemetry - Per TB	\$ 25,000.00	\$	2,022.00		
PS-SUPP-1	Patch Management - ProVision Patch Management Service (Workstation)	\$ 25,000.00	\$	61.92		
PS-SUPP-1	Patch Management - ProVision Patch Management Service (Server)	\$ 25,000.00	\$	81.48		
PS-SUPP-1	Additional Assets - Per Device Per Year	\$ 25,000.00	\$	437.30		
PS-SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) (No License)	\$ 25,000.00	\$	25.56		
PS-SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) + CrowdStrike MSSP Defend Bundle	\$ 25,000.00	\$	60.69		
PS-SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) + CrowdStrike MSSP Advanced Defend Bundle	\$ 25,000.00	\$	71.98		
PS-SUPP-1	Automated Breach & Attack Simulation + Red Team Services - Automated Breach and Attack Simulation+ Red Team Services	\$ 25,000.00	\$	13.33		
PS-SUPP-1	Firewall Management - ProVision Firewall Management (Small: 2GB)	\$ 25,000.00	\$	814.80		
PS-SUPP-1	Firewall Management - ProVision Firewall Management (Standard: 20GB)	\$ 25,000.00	\$	1,290.00		
PS-SUPP-1	Firewall Management - ProVision Firewall Management (Enterprise: 40GB)	\$ 25,000.00	\$	2,150.17		

WWT/Foresite's Security Operations Platform Elite Per Person

The following solution is for WWT/Foresite's Security Operations Platform, Elite version, utilizing Foresite's ProVision.

Initial Term Pricing (Years 1-3)				
ltem No.	Description	Rate Per Device		
1	Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	\$	128.21	
2	Subsequent Software Year Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	\$	128.21	

Optional Renewal Term Pricing (Years 4-6)			
ltem No.	Description	Rate Per Device	
1	Renewal Software Year - ~15% Higher than Year 1One year of security operations platform software Solution as described in the RFQ per user.To include: • implementation • initial training 	\$ 147.44	
2	Subsequent Software Year - ~5% YoY Increase Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	\$ 154.81	

Item No. 1 - ACS Pricing Breakdown WWT/Foresite's Security Operations Platform Elite Per Person - SKU Breakdown					
ACS SKU Number	ACS SKU Description	Market Price	ACS Price		
	World Wide Technology Security Operations Platform - Pricing pe	r Device Per Yea	r		
PS-SUPP-1	ProVision Elite - Per User Pricing - 24x7x365 Security Operation Center - Powered by Google Chronicle - Includes ingestion from the supported list (https://foresite.com/docs/supported-assets) - SOAR, MITR alignment, Al/Machine Learning, Threat Hunting, Incident Response Support, Unlimited corporate telemetry, Free Monthly Training from Technical Account Manager	\$ 25,000.00	\$ 124.00		
	WWT Program Management Pricing per User Per Year				
PS-SUPP-1	WWT Program Management - Up to 10,0000 - Per User Pricing	\$ 25,000.00	\$ 4.21		

Item No. 2 – ACS Pricing Breakdown (without implementation) WWT/Foresite's Security Operations Platform Elite Per Person - SKU Breakdown					
ACS SKU Number	ACS SKU Description	Market Price	ACS Price		
	World Wide Technology Security Operations Platform - Pricing per Device Per Year				
PS-SUPP-1	ProVision Elite - Per User Pricing - 24x7x365 Security Operation Center - Powered by Google Chronicle - Includes ingestion from the supported list (https://foresite.com/docs/supported-assets) - SOAR, MITR alignment, Al/Machine Learning, Threat Hunting, Incident Response Support, Unlimited corporate telemetry, Free Monthly Training from Technical Account Manager	\$ 25,000.00	\$ 124.00		

	Item No. 3 – ACS Pricing Breakdown Optional Add-On SKUs				
ACS SKU Number	ACS SKU Description	Ма	rket Price	A	CS Price
	World Wide Technology Security Operations Platform - Pricing p	er De	vice Per Yea	ar	
PS-SUPP-1	Production Telemetry - Per TB	\$	25,000.00	\$	2,022.00
PS-SUPP-1	Patch Management - ProVision Patch Management Service (Workstation)	\$	25,000.00	\$	61.92
PS-SUPP-1	Patch Management - ProVision Patch Management Service (Server)	\$	25,000.00	\$	81.48
PS-SUPP-1	Additional Assets - Per Device Per Year	\$	25,000.00	\$	437.30
PS-SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) (No License)	\$	25,000.00	\$	25.56
PS-SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) + CrowdStrike MSSP Defend Bundle	\$	25,000.00	\$	60.69
PS-SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) + CrowdStrike MSSP Advanced Defend Bundle	\$	25,000.00	\$	71.98
PS-SUPP-1	Automated Breach & Attack Simulation + Red Team Services - Automated Breach and Attack Simulation+ Red Team Services	\$	25,000.00	\$	13.33
PS-SUPP-1	Firewall Management - ProVision Firewall Management (Small: 2GB)	\$	25,000.00	\$	814.80
PS-SUPP-1	Firewall Management - ProVision Firewall Management (Standard: 20GB)	\$	25,000.00	\$	1,290.00
PS-SUPP-1	Firewall Management - ProVision Firewall Management (Enterprise: 40GB)	\$	25,000.00	\$	2,150.17

Fortinet's FortiSOAR Per Device For Customer Entity Private Cloud Deployment Minimum of 50 Devices

Fortinet's FortiSOAR Enterprise Solution for customers private cloud environments. The workloads that run the SOAR Environment will be installed in the customers environment and not hosted in a joint cloud solution. The solution does not have a per device rate to display properly in the boxes provided below. To calculate a per device, not to exceed (NTE) price, we divided the NASPO NTE pricing by 50 (fifty) to get a per device price. Year 2 (two) pricing goes down as implementation is not included in the pricing, only continued Program Management for 50 (fifty) devices.

	Initial Term Pricing (Years 1-3)				
ltem No.	Description	Rate Per Device			
1	Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	\$1,941.01			
2	Subsequent Software Year Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	\$1,730.51			

Optional Renewal Term Pricing (Years 4-6)				
ltem No.	Description	Rate Per Device		
1	Renewal Software Year - ~15% Higher than Year 1One year of security operations platform software Solution as described in the RFQ per user.To include: • implementation • initial training 	\$ 2,23	32.16	
2	Subsequent Software Year - ~5% YoY Increase Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	\$ 1,99	90.09	

Item No. 1 – ACS Pricing Breakdown Fortinet's FortiSOAR Customer Hosted SKU Breakdown						
SKU	Description	LIST	NASPO			
	Fortinet					
FC-10-SRVMS- 389-02-12	FortiSOAR Enterprise Subscription License FortiSOAR Enterprise Subscription plus 24x7 FortiCare and FortiCare Best Practice Service - 2 User Logins included	\$ 84,677.00	\$ 71,975.45			
FP-10- QSSOAR-DP1- 00-00	FortiSOAR QuickStart Deployment FortiSOAR Deployment QuickStart Service	\$ 15,000.00	\$ 14,550.00			
	Free Training on all Fortinet products are located on Fortine	et's Website.				
	WWT Program Management Pricing per Device Per Year					
PS-SUPP-1	WWT Program Management - Up to 10,0000 - Per Device Pricing	\$ 25,000.00	\$ 4.21			

Item No. 2 – ACS Pricing Breakdown (without implementation) Fortinet's FortiSOAR Customer Hosted SKU Breakdown				
SKU	Description	LIST	NASPO	
	Fortinet			
FC-10-SRVMS- 389-02-12	FortiSOAR Enterprise Subscription License FortiSOAR Enterprise Subscription plus 24x7 FortiCare and FortiCare Best Practice Service - 2 User Logins included	\$ 84,677.00	\$ 71,975.45	

	Item No. 3 - Optional Items Not Included in Per Device Pricing Fortinet's FortiSOAR Optional SKUs				
	Fortinet				
FC-10-SRVMS- 592-02-12	FortiSOAR Threat Intel Management Service Subscription Service for FortiSOAR Threat Intel Management Service including FortiGuard Premium Threat Feed.	\$ 25,404.00	\$ 20,323.20		
FC-10-SRVMS- 384-02-12	FortiSOAR Enterprise & Multi Tenant Subscription License FortiSOAR User Seat License Subscription - One Additional User Login	\$ 8,663.00	\$ 6,930.40		
FT-FSR-ADM	NSE 6 FortiSOAR Administration Training	\$ 1,900.00	\$ 1,843.00		
FT-FSR-DEV	NSE 7 FortiSOAR Design & Development Training	\$ 2,900.00	\$ 2,813.00		

Fortinet's FortiSOAR Per Device for a Multi-Tenant and Fortinet Hosted Environment Minimum of 50 Devices

Fortinet's FortiSOAR Multi-Tenant and Fortinet Hosted Solution for customers. This is a completely SaaS offering that is fully managed by Fortinet. The solution does not have a per device rate to display properly in the boxes provided below. To calculate a per device, not to exceed (NTE) price, we divided the NASPO NTE pricing by 50 (fifty) to get a per device price. Year 2 (two) pricing goes down as implementation is not included in the pricing, only continued Program Management for 50 (fifty) devices.

Initial Term Pricing (Years 1-3)				
ltem No.	Description	Rate Per Device		
1	Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • implementation • initial training • initial Integration • integration maintenance • support services	\$914.88		
2	Subsequent Software Year Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	\$704.38		

Renewal Term Pricing (Years 4-6)				
ltem No.	Description	Rate Per Device		
1	Renewal Software Year - ~15% Higher than Year 1One year of security operations platform software Solution as described in the RFQ per user.To include: • implementation • initial training 	\$ 1,052	.11	
2	Subsequent Software Year - ~5% YoY Increase Initial Software Year One year of security operations platform software Solution as described in the RFQ per user. To include: • ongoing training • integration maintenance • support services	\$ 810	.03	

	Item No. 1 – ACS Pricing Breakdown Fortinet's FortiSOAR Fortinet Hosted Per Device SKU Breakdown								
SKU	Description	LIST	NASPO						
Fortinet									
FC-10-SRCLD- 387-02-12	FortiSOAR Cloud FortiSOAR CLOUD Multi-Tenant Subscription for Dedicated Tenant plus FortiCare Premium Support - 1 User Login Included	\$ 21,308.00	\$ 20,668.76						
FP-10- QSSOAR- DP1-00-00	FortiSOAR QuickStart Deployment FortiSOAR Deployment QuickStart Service	\$ 15,000.00	\$ 14,550.00						
FC-15-CLDPS- 219-02-12	FortiCloud Premium Account License Access to advanced account and platform features. Per account license. See datasheet/online resources for included feature/license details.	\$ 1,000.00	\$ 970.00						
	WWT Program Management Pricing per Device Per Out Year								
PS-SUPP-1	WWT Program Management - Up to 10,0000 - Per Device Pricing	\$ 25,000.00	\$ 4.21						

Item No. 2 – ACS Pricing Breakdown (without implementation) Fortinet's FortiSOAR Customer Hosted SKU Breakdown								
SKU	Description	LIST	NASPO					
	Fortinet							
FC-10-SRCLD- 387-02-12	FortiSOAR Cloud FortiSOAR CLOUD Multi-Tenant Subscription for Dedicated Tenant plus FortiCare Premium Support - 1 User Login Included	\$ 21,308.00	\$ 20,668.76					
FC-15-CLDPS- 219-02-12	FortiCloud Premium Account License Access to advanced account and platform features. Per account license. See datasheet/online resources for included feature/license details.	\$ 1,000.00	\$ 970.00					

	Fortinet's FortiSOAR Optional Training Not Included in Per Device Pricing								
SKU	Description	LIST	NASPO						
	Fortinet								
FC-10- SRCLD-388- 02-12	FortiSOAR Cloud FortiSOAR CLOUD Multi-Tenant Subscription for Regional SOC Instance plus FortiCare Premium Support - 2 User Logins Included	\$ 72,446.00	\$ 70,272.62						
FC-10- SRVMS-384- 02-12	FortiSOAR Enterprise & Multi Tenant Subscription License FortiSOAR User Seat License Subscription - One Additional User Login	\$ 8,663.00	\$ 6,930.40						
FC1-10- SRCLD-584- 01-12	FortiSOAR-Cloud Storage AddOn Increase FortiSOAR Cloud storage by 1000GB (with 8GB RAM and 4vCPU)	\$ 2,000.00	\$ 1,940.00						
FT-FSR-ADM	NSE 6 FortiSOAR Administration Training	\$ 1,900.00	\$ 1,843.00						
FT-FSR-DEV	NSE 7 FortiSOAR Design & Development Training	\$ 2,900.00	\$ 2,813.00						

IV. ACS Price Breakdown

In the table below, the vendor shall provide the pricing breakdown to document the pricing is in accordance with the applicable ACS contract. The vendor shall provide the ACS SKU Numbers, ACS SKU Descriptions, Market Price, and ACS Price that encompass the services as described in the RFQ:

	Item No. 1 - ACS Pricing Breakdown (including implementation)						
ACS SKU Number	ACS SKU Description	м	arket Price	ACS	S Price		
	World Wide Technology Security Operations Platform - Pricing per Devic	e Per	Year				
PS- SUPP-1	ProVision Essential - Per User Pricing Standard offering - 24x7x365 Security Operation Center - Includes ingestion from the supported list (https://foresite.com/docs/supported-assets) - Assets are limited by size of the organization based on user count (tiering) - Incident Response Support	\$	25,000.00	\$	64.00		
PS- SUPP-1	ProVision Elite - Per User Pricing - 24x7x365 Security Operation Center - Powered by Google Chronicle - Includes ingestion from the supported list (https://foresite.com/docs/supported-assets) - SOAR, MITR alignment, Al/Machine Learning, Threat Hunting, Incident Response Support, Unlimited corporate telemetry		\$ 25,000.00	\$	124.00		
PS- SUPP-1	Production Telemetry - Per TB	\$	25,000.00	\$	2,022.00		
PS- SUPP-1	Patch Management - ProVision Patch Management Service (Workstation)	\$	25,000.00	\$	61.92		
PS- SUPP-1	Patch Management - ProVision Patch Management Service (Server)	\$	25,000.00	\$	81.48		
PS- SUPP-1	Additional Assets - Per Device Per Year	\$	25,000.00	\$	437.30		
PS- SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) (No License)	\$	25,000.00	\$	25.56		
PS- SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) + CrowdStrike MSSP Defend Bundle	\$	25,000.00	\$	60.69		
PS- SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) + CrowdStrike MSSP Advanced Defend Bundle	\$	25.000.00	\$	71.98		
PS- SUPP-1	Automated Breach & Attack Simulation + Red Team Services - Automated Breach and Attack Simulation+ Red Team Services	\$	25,000.00	\$	13.33		
PS- SUPP-1	Firewall Management - ProVision Firewall Management (Small: 2GB)	\$	25,000.00	\$	814.80		
PS- SUPP-1	Firewall Management - ProVision Firewall Management (Standard: 20GB)	\$	25,000.00	\$	1,290.00		
PS- SUPP-1	Firewall Management - ProVision Firewall Management (Enterprise: 40GB)	\$	25,000.00	\$	2,150.17		
	World Wide Technology Program Management Pricing per Device Per		20,000.00	Ψ	_,100.11		
PS- SUPP-1	WWT Program Management - Up to 10,0000 - Per Device Pricing - Per Year	\$	25,000.00	\$	4.21		

PS-		¢	25 000 00	¢	F 00
SUPP-1	WWT Program Management - Up to 10,0000 - Per Device Pricing - Per Year	\$	25,000.00	\$	5.66
	Carahsoft Services SKUs				
PS-ACES	Professional Services - Annual Contractor, Enterprise Solutions - 12 Months *Billed up front annually	\$	520,000.00	\$	505,336.00
PS-AP	Professional Services- Application Programmer - Per Hour	\$	250.00	\$	242.95
PS-BA	Professional Services - Business Analyst - Per Hour	\$	250.00	\$	242.9
PS-BSA	Professional Services - Business Systems Analyst - Per Hour	\$	350.00	\$	340.13
PS-BSMS	Professional Services - Business Subject Matter Specialist - Per Hour	\$	350.00	\$	340.13
PS-CES	Professional Services - Contractor, Enterprise Solutions - Per Hour	\$	250.00	\$	242.95
PS-CSDM	Professional Services - Client/Server Database Manager - Per Hour	\$	300.00	\$	291.54
PS-CSNA	Professional Services - Client/Server Network Architect - Per Hour	\$	400.00	\$	388.72
PS-DA	Professional Services - Data Architect - Per Hour	\$	300.00	\$	291.54
PS-DSA	Professional Services - Data Security Analyst - Per Hour	\$	225.00	\$	218.66
PS-ENG	Professional Services - Software Engineering 5 Day Bundle	\$	20,000.00	\$	19,436.0
PS-ERP	Professional Services - ERP Analyst - Per Hour	\$	450.00	\$	437.3
PS-GS	Professional Services - Graphic Specialist - Per Hour	\$	200.00	\$	194.3
PS-NE	Professional Services - Network Engineer - Per Hour	\$	350.00	\$	340.1
PS-SAP	Professional Services - Senior App. Programmer - Per Hour	\$	275.00	\$	267.2
PS-SBA	Professional Services - Senior Business Analyst - Per Hour	\$	275.00	\$	267.2
PS-SCES	Professional Services - Senior Contractor, Enterprise Solutions - Per Hour	\$	300.00	\$	291.54
PS-SDSA	Professional Services - Senior Data Security Analyst - Per Hour	\$	275.00	\$	267.2
PS-SGS	Professional Services - Senior Graphic Specialist - Per Hour	\$	250.00	\$	242.9
PS-SIAE	Professional Services - Senior Information Assurance Engineer - Per Hour	\$	400.00	\$	388.72
PS-SNE	Professional Services - Senior Network Engineer - Per Hour	\$	400.00	\$	388.72
PS-SPA	Professional Services - Senior Principle Advisor - Per Hour	\$	500.00	\$	485.90
PS-SSE	Professional Services - Senior Software Engineer - Per Hour	\$	275.00	\$	267.2
PS-STPM	Professional Services - Senior Technical Project Manager - Per Hour	\$	375.00	\$	364.43
PS- SUPP-1	Services to support Customer Implementation - Requires SOW (up to 12 months)	\$	25,000.00	\$	24,295.0
PS-TPM	Professional Services - Technical Project Manager - Per Hour	\$	300.00	\$	291.5
PS- CUSTI-1	Customer Implementation Services - Requires SOW (up to 30 days)	\$	100,000.00	\$	97,180.0
PS-TRNG	Professional Services - Training 5 Day Bundle	\$	15,000.00	\$	14,577.0
PS- TRNG-1	Professional Services - Training 1 Day Bundle	\$	4,000.00	\$	3,887.2
PS- TRNG-2	Professional Services - Training 2 Day Bundle	\$	8,000.00	\$	7,774.4
PS- TRNG-B1	Training Services Bundle. Billed Annually Up Front. Work will commence upon a mutually agreed upon SOW.	\$	75,000.00	\$	72,885.0
PS- TRNG- GOV	Training Program (Hourly Rate)	\$	250.00	\$	242.9

	Fortinet SOAR			
FC-10- SRVMS- 389-02-12	FortiSOAR Enterprise Subscription License FortiSOAR Enterprise Subscription plus 24x7 FortiCare and FortiCare Best Practice Service - 2 User Logins included	\$ 84,677.00	\$	71,975.45
FC-10- SRVMS- 390-02-12	FortiSOAR Multi Tenant Subscription License FortiSOAR Multi-Tenant Subscription plus 24x7 FortiCare and FortiCare Best Practice Service - 2 User Logins included	\$ 99,619.00	\$	84,676.15
FC-10- SRVMS- 387-02-12	FortiSOAR Multi Tenant Subscription License FortiSOAR Multi-Tenant Subscription for Dedicated Tenant plus 24x7 FortiCare support - 1 User Login Included	\$ 19,688.00	\$	16,734.80
FC-10- SRVMS- 388-02-12	FortiSOAR Multi Tenant Subscription License FortiSOAR Multi-Tenant Subscription for Regional SOC Instance plus 24x7 FortiCare support - 2 User Logins Included	\$ 66,938.00	\$	56,897.30
FC-10- SRVMS- 592-02-12	FortiSOAR Threat Intel Management Service Subscription Service for FortiSOAR Threat Intel Management Service including FortiGuard Premium Threat Feed.	\$ 25,404.00	\$	20,323.20
FC-10- SRVMS- 384-02-12	FortiSOAR Enterprise & Multi Tenant Subscription License FortiSOAR User Seat License Subscription - One Additional User Login	\$ 8,663.00	\$	6,930.40
FP-10- QSSOAR- DP1-00- 00	FortiSOAR QuickStart Deployment FortiSOAR Deployment QuickStart Service	\$ 15,000.00	Ψ	14,550.00
FC-10- SRCLD- 385-02-12	FortiSOAR Cloud VM Subscription for FSR CLOUD Enterprise Edition - 2 User Logins included plus 24x7 FortiCare support	\$ 91,642.00	\$	88,892.74
FC-10- SRCLD- 386-02-12	FortiSOAR Cloud VM Subscription for FSR CLOUD Multi Tenant Edition - 2 User Logins Included plus 24x7 FortiCare support	\$ 107,813.00	\$	104,578.61
FC-10- SRCLD- 384-02-12	FortiSOAR Cloud VM Subscription for FortiSOAR Cloud User Seat License -One Additional User Login	\$ 10,782.00	\$	10,458.54
FC-10- SRCLD- 387-02-12	FortiSOAR Cloud FortiSOAR CLOUD Multi-Tenant Subscription for Dedicated Tenant plus FortiCare Premium Support - 1 User Login Included	\$ 21,308.00	\$	20,668.76
FC-10- SRCLD- 388-02-12 FC1-10-	FortiSOAR Cloud FortiSOAR CLOUD Multi-Tenant Subscription for Regional SOC Instance plus FortiCare Premium Support - 2 User Logins Included	\$ 72,446.00	\$	70,272.62
SRCLD- 584-01-12	FortiSOAR-Cloud Storage AddOn Increase FortiSOAR Cloud storage by 1000GB (with 8GB RAM and 4vCPU)	\$ 2,000.00	\$	1,940.00
FC-15- CLDPS- 219-02-12	FortiCloud Premium Account License Access to advanced account and platform features. Per account license. See datasheet/online resources for included feature/license details.	\$ 1,000.00	\$	970.00
	Fortinet Implementation			
FP-10- PS001- 801-01-01	Per Day Charge for Remote Resource Service (FortiCare Contract)	\$ 3,300.00	\$	3,201.00
FP-10- 00000- R08-00- 00	Per Day Charge for Onsite Resource Service (SOW)	\$ 3,300.00	\$	3,201.00
FP-10- PS001- 800-01-01 FP-10-	Per Day Charge for Onsite Resource Service (FortiCare Contract)	\$ 3,300.00	\$	3,201.00
00000- M08-00- 00	Per Day Charge for Onsite Resource Service (SOW)	\$ 3,300.00	\$	3,201.00

	Fortinet Training		
	NSE 5/FortiSIEM Basic Training - 3 days		
	- Course description: https://training.fortinet.com/local/staticpage/view.php?page=library_fortisiem		
	- Upcoming sessions: https://training.fortinet.com/calendar/view.php/Course:FortiSIEM		
FT-FSM	- Price includes lab access and course material (Lab and Study guides). Exam voucher not included	\$ 2,900.00	\$ 2,900.00
	NSE 6/FortiSOAR Administrator- 2 days - Course description:		
FT-FSR-	https://training.fortinet.com/local/staticpage/view.php?page=library_FortiSOAR- administration - Upcoming sessions: https://training.fortinet.com/calendar/view.php/Course:FortiSOAR_Administration - Price includes lab access and course material (Lab and Study guides). Exam voucher not		
ADM	included	\$ 1,900.00	\$ 1,900.00
FT-FSR- DEV	NSE 7/FortiSOAR Design & DevelopmentTraining - 3 days - Course description: https://training.fortinet.com/local/staticpage/view.php?page=library_fortisoar-design-and- development - Upcoming sessions: https://training.fortinet.com/calendar/view.php/Course:FortiSOAR_Design_and_Development - Price includes lab access and course material (Lab and Study guides). Exam voucher not included	\$ 2,900.00	\$ 2,900.00
FT-NSE8- IMM	NSE 8/Workshop Immersion. Self-preparation for NSE 8 practical exam - 2 days - Course description: https://training.fortinet.com/local/staticpage/view.php?page=library_nse-8-immersion - Upcoming sessions: https://training.fortinet.com/calendar/view.php/Course:NSE_8_Immersion - Price includes lab access and course material (Lab and Study guides). Exam voucher not included	\$ 1,900.00	\$ 1,900.00
FT-CST- SOP	Security Operations Training - 2 days. Cybersecurity Training Powered by FortiGuard Labs - Course description: https://training.fortinet.com/local/staticpage/view.php?page=library_security-operations - Upcoming sessions: https://training.fortinet.com/calendar/view.php/Course:Security_Operations/ - Price includes lab access and course material (Lab and Study guides).	\$ 1,900.00	\$ 1,900.00

FT-CST- FTH	Fortinet Threat Hunting Training - 3 days. Cybersecurity Training Powered by FortiGuard Labs - Course description: https://training.fortinet.com/local/staticpage/view.php?page=library_threat-hunting - Upcoming sessions: https://training.fortinet.com/calendar/view.php/Course:Threat_Hunting - Price includes lab access and course material (Lab and Study guides). NSE 6/FortiSOAR Administrator Lab Access - One-time on-demand lab access within self-paced course. - Course description: https://training.fortinet.com/local/staticpage/view.php?page=library_FortiSOAR- administration	\$ 2,900.00	\$ 2,900.00
FT-FSR- ADM-LAB	 Price includes lab access and lab guide. Study guide, exam voucher and instructor facilitation not included 	\$ 150.00	\$ 150.00
FT-ADA-	NSE 7/Advanced Analytics training (FortiSIEM Advanced - MSSP) Lab Access - Lab access on demand without instructor's facilitation in self-paced course. - Course description: https://training.fortinet.com/local/staticpage/view.php?page=library_advanced-analytics		
LAB	- Price includes lab access and pdf version of lab guide. Study guide is not included	\$ 450.00	\$ 450.00
FT-FSR- DEV-LAB	NSE 7/FortiSOAR Design & Development Lab Access - Lab access on demands without instructor's facilitation in self-paced course Course description: https://training.fortinet.com/local/staticpage/view.php?page=library_fortisoar-design-and-development- Price includes lab access and pdf version of lab guide. Study guide and exam voucher not included	\$ 300.00	\$ 300.00
FT-FSM- PSR-LAB	FortiSIEM Parser Lab Access - Lab access on demand without instructor's facilitation in self-paced course Course description: https://training.fortinet.com/local/staticpage/view.php?page=library_fortisiem-parser - Price includes lab access and pdf version of lab guide. Study guide is not included	\$ 300.00	\$ 300.00
NSE-EX- CERT	Single Pearson VUE voucher for any of the following certification exams: NSE 4, NSE 7, or NSE 8 written exam - NSE 4 exam information: https://training.fortinet.com/local/staticpage/view.php?page=nse_4 - NSE 7 exam information: https://training.fortinet.com/local/staticpage/view.php?page=nse_7 - NSE 8 written exam information: https://training.fortinet.com/local/staticpage/view.php?page=nse_8 - To schedule the certification exam: https://home.pearsonvue.com/fortinet	\$ 400.00	\$ 400.00

NSE-EX- SPL5	Single Pearson VUE voucher for any of the NSE 5 exams. - NSE 5 exams: FortiManager, FortiAnalyzer, FortiSIEM, FortiClient-EMS, or FortiEDR - NSE 5 exam information: https://training.fortinet.com/local/staticpage/view.php?page=nse_5 - To schedule the certification exam: https://home.pearsonvue.com/fortinet	\$ 200.00	\$ 200.00
NSE-EX- SPL6	Single Pearson VUE voucher for any of the NSE 6 exams. - NSE 6 exams: FortiADC, FortiAuthenticator, FortiMail, FortiNAC, FortiVoice, FortiWeb, FortiWiFi, FortiSwitch, AWS Cloud, Azure Cloud or FortiSOAR Administrator - NSE 6 exam information: https://training.fortinet.com/local/staticpage/view.php?page=nse_6 - To schedule the certification exam: https://home.pearsonvue.com/fortinet	\$ 150.00	\$ 150.00

	Item No. 2 - ACS Pricing Breakdor (without implementation)	wn							
ACS SKU Number	ACS SKU Description	Ma	arket Price	A	CS Price				
World Wide Technology Security Operations Platform - Pricing per Device Per Year									
PS-SUPP-1	ProVision Essential - Per User Pricing Standard offering - 24x7x365 Security Operation Center - Includes ingestion from the supported list (https://foresite.com/docs/supported-assets) - Assets are limited by size of the organization based on user count (tiering) - Incident Response Support	\$	25,000.00	\$	64.00				
PS-SUPP-1	ProVision Elite - Per User Pricing - 24x7x365 Security Operation Center - Powered by Google Chronicle - Includes ingestion from the supported list (https://foresite.com/docs/supported-assets) - SOAR, MITR alignment, Al/Machine Learning, Threat Hunting, Incident Response Support, Unlimited corporate telemetry	\$	25,000.00	\$	124.00				
PS-SUPP-1	Production Telemetry - Per TB	\$	25,000.00	\$	2,022.00				
PS-SUPP-1	Patch Management - ProVision Patch Management Service (Workstation)	\$	25,000.00	\$	61.92				
PS-SUPP-1	Patch Management - ProVision Patch Management Service (Server)	\$	25,000.00	\$	81.48				
PS-SUPP-1	Additional Assets - Per Device Per Year	\$	25,000.00	\$	437.30				
PS-SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) (No License)	\$	25,000.00	\$	25.56				
PS-SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) + CrowdStrike MSSP Defend Bundle	\$	25,000.00	\$	60.69				
PS-SUPP-1	Managed Detection & Response (MDR) - ProVision Managed Detection & Response (MDR) + CrowdStrike MSSP Advanced Defend Bundle	\$	25,000.00	\$	71.98				
PS-SUPP-1	Automated Breach & Attack Simulation + Red Team Services - Automated Breach and Attack Simulation+ Red Team Services	\$	25,000.00	\$	13.33				
PS-SUPP-1	Firewall Management - ProVision Firewall Management (Small: 2GB)	\$	25,000.00	\$	814.80				
PS-SUPP-1	Firewall Management - ProVision Firewall Management (Standard: 20GB)	\$	25,000.00	\$	1,290.00				
PS-SUPP-1	Firewall Management - ProVision Firewall Management (Enterprise: 40GB)	\$	25,000.00	\$	2,150.17				
	Fortinet								
FC-10- SRVMS-389- 02-12	FortisOAR Enterprise Subscription License FortiSOAR Enterprise Subscription plus 24x7 FortiCare and FortiCare Best Practice Service - 2 User Logins included	\$	84,677.00	\$	71,975.45				
FC-10- SRVMS-390- 02-12	FortiSOAR Multi Tenant Subscription License FortiSOAR Multi-Tenant Subscription plus 24x7 FortiCare and FortiCare Best Practice Service - 2 User Logins included	\$	99,619.00	\$	84,676.15				

FC-10- SRVMS-387- 02-12	FortiSOAR Multi Tenant Subscription License FortiSOAR Multi-Tenant Subscription for Dedicated Tenant plus 24x7 FortiCare support - 1 User Login Included	\$ 19,688.00	\$ 16,734.80
FC-10- SRVMS-388- 02-12	FortiSOAR Multi Tenant Subscription License FortiSOAR Multi-Tenant Subscription for Regional SOC Instance plus 24x7 FortiCare support - 2 User Logins Included	\$ 66,938.00	\$ 56,897.30
FC-10- SRVMS-592- 02-12	FortiSOAR Threat Intel Management Service Subscription Service for FortiSOAR Threat Intel Management Service including FortiGuard Premium Threat Feed.	\$ 25,404.00	\$ 20,323.20
FC-10- SRVMS-384- 02-12	FortiSOAR Enterprise & Multi Tenant Subscription License FortiSOAR User Seat License Subscription - One Additional User Login	\$ 8,663.00	\$ 6,930.40
FP-10- QSSOAR- DP1-00-00	FortiSOAR QuickStart Deployment FortiSOAR Deployment QuickStart Service	\$ 15,000.00	\$ 14,550.00
FC-10- SRCLD-385- 02-12	FortiSOAR Cloud VM Subscription for FSR CLOUD Enterprise Edition - 2 User Logins included plus 24x7 FortiCare support	\$ 91,642.00	\$ 88,892.74
FC-10- SRCLD-386- 02-12	FortiSOAR Cloud VM Subscription for FSR CLOUD Multi Tenant Edition - 2 User Logins Included plus 24x7 FortiCare support	\$ 107,813.00	\$ 104,578.61
FC-10- SRCLD-384- 02-12	FortiSOAR Cloud VM Subscription for FortiSOAR Cloud User Seat License -One Additional User Login	\$ 10,782.00	\$ 10,458.54
FC-10- SRCLD-387- 02-12	FortiSOAR Cloud FortiSOAR CLOUD Multi-Tenant Subscription for Dedicated Tenant plus FortiCare Premium Support - 1 User Login Included	\$ 21,308.00	\$ 20,668.76
FC-10- SRCLD-388- 02-12	FortiSOAR Cloud FortiSOAR CLOUD Multi-Tenant Subscription for Regional SOC Instance plus FortiCare Premium Support - 2 User Logins Included	\$ 72,446.00	\$ 70,272.62
FC1-10- SRCLD-584- 01-12	FortiSOAR-Cloud Storage AddOn Increase FortiSOAR Cloud storage by 1000GB (with 8GB RAM and 4vCPU)	\$ 2,000.00	\$ 1,940.00
FC-15- CLDPS-219- 02-12	FortiCloud Premium Account License Access to advanced account and platform features. Per account license. See datasheet/online resources for included feature/license details.	\$ 1,000.00	\$ 970.00

V. Waterfall Pricing (Optional)

The Department is seeking an optional waterfall pricing model which leverages volume discounts. Vendors are encouraged to provide a pricing structure which specifies a volume range at which larger discounts could be applied. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

	Item No. 3 – Waterfall Pricing							
ACS SKU Number	ACS SKU Description		Market Price	ACS Pric				
World Wide Technology Program Management Pricing per Device Per Year								
PS-SUPP-1	WWT Program Management - Up to 10,0000 - Per Device Pricing - Per Year	\$	25,000.00	\$	4.21			
PS-SUPP-1	WWT Program Management - Up to 20,0000 - Per Device Pricing	\$	25,000.00	\$	4.11			
PS-SUPP-1	WWT Program Management - Up to 40,0000 - Per Device Pricing	\$	25,000.00	\$	4.01			
PS-SUPP-1	WWT Program Management - Up to 80,0000 - Per Device Pricing	\$	25,000.00	\$	3.91			

	World Wide Technology Implementation Pricing per Device Per Year				
PS-SUPP-1	WWT Program Management - Up to 10,0000 - Per Device Pricing - Per Year	\$	25,000.00	\$	5.66
PS-SUPP-1	WWT Program Management - Up to 20,0000 - Per Device Pricing	\$	25,000.00	\$	5.56
PS-SUPP-1	WWT Program Management - Up to 40,0000 - Per Device Pricing	\$	25,000.00	\$	5.46
PS-SUPP-1	WWT Program Management - Up to 80,0000 - Per Device Pricing	\$	25,000.00	\$	5.36

VI. State of Florida Enterprise Pricing (Optional)

The Department is also seeking an optional annual fixed rate to provide the Solution and services to all potential FL[DS] Customers. This alternative pricing shall be in addition to the pricing provided in Section III and IV of this attachment.

The below table is for future use products and integrations available to customer entities that wish to procure these items off of this contract.

	Future Integration Options				
ACS SKU Number	ACS SKU Description	Market Price		ket Price ACS P	
	Tenable	-			
TIOVM	Tenable.io Vulnerability Management Term: 12 Months Tenable Public Sector LLC - TIOVM	\$	1,000,000.00	\$	980,000.00
TIOVM-STNDC	Standard Tenable.io VM Container Term: 12 Months Tenable Public Sector LLC - TIOVM- STNDC	\$	-	\$	-
TRG-TIO-ESS-SEAT	2 Day Seat - Access for 1 person to attend an available session of Tenable.io Essentials Tenable Public Sector LLC - TRG-TIO-ESS- SEAT	\$	2,000.00	\$	1,960.00
SVC-TIO-QS20-RMT	Quick Start Deploy Remote for Tenable.io Tenable Public Sector LLC - SVC-TIO- QS20-RMT	\$	6,000.00	\$	5,880.00
TECH-SUP-PREM	Tenable Premium Support	\$	40,000.00	\$	39,200.00
TECH-SUP-ELITE	Tenable Elite Support	\$	60,000.00	\$	58,800.00
	Elastic				
SBSV-CLD-PP-ENT	Elasticsearch Service (AWS, GCP, Azure) various regions - ESS Prepaid Enterprise	\$	1.00	\$	0.99
TR-SUB	Elastic Online Training Annual Subscription for one (1) person. Includes access to Elastic's Online Training Catalog for both Instructor-Led Virtual-Classroom Training and Self-Paced On-Demand Training.	\$	4,600.00	\$	4,554.00
TR-SUB-BASIC	Individual seat for one (1) named user to consume one (1) year of Basic Annual Training Subscription	\$	3,600.00	\$	3,564.00
ess.prepaidconsumption.usage	Elastic Consumption Unit - Prepaid	\$	1.00	\$	0.99
SV-1D	Consulting Services flexible consulting days (Base Package - minimum quantity of 4)	\$	3,000.00	\$	2,970.00
SBSV-CLD-PP	Elasticsearch Service (AWS, GCP, Azure) various regions	\$	1.00	\$	0.99
SV-1D-CR	Support Service Units	\$	100.00	\$	99.00
	Fortinet				
	Fortinet SIEM				
FC-10-SRVMS-389-02-12	FortiSOAR Enterprise Subscription License FortiSOAR Enterprise Subscription plus 24x7 FortiCare and FortiCare Best Practice Service - 2 User Logins included	\$	84,677.00	\$	71,975.45

FC-10-SRVMS-390-02-12	FortiSOAR Multi Tenant Subscription License FortiSOAR Multi-Tenant Subscription plus 24x7 FortiCare and FortiCare Best Practice Service - 2 User Logins included	\$ 99,619.00	\$ 84,676.15
FC-10-SRVMS-387-02-12	FortiSOAR Multi Tenant Subscription License FortiSOAR Multi-Tenant Subscription for Dedicated Tenant plus 24x7 FortiCare support - 1 User Login Included	\$ 19,688.00	\$ 16,734.80
FC-10-SRVMS-388-02-12	FortiSOAR Multi Tenant Subscription License FortiSOAR Multi-Tenant Subscription for Regional SOC Instance plus 24x7 FortiCare support - 2 User Logins Included	\$ 66,938.00	\$ 56,897.30
FC-10-SRVMS-592-02-12	FortiSOAR Threat Intel Management Service Subscription Service for FortiSOAR Threat Intel Management Service including FortiGuard Premium Threat Feed.	\$ 25,404.00	\$ 20,323.20
FC-10-SRVMS-384-02-12	FortiSOAR Enterprise & Multi Tenant Subscription License FortiSOAR User Seat License Subscription - One Additional User Login	\$ 8,663.00	\$ 6,930.40
FP-10-QSSOAR-DP1-00-00	FortiSOAR QuickStart Deployment FortiSOAR Deployment QuickStart Service	\$ 15,000.00	\$ 14,550.00
FC-10-SMCLD-543-02-12	FortiSIEM Cloud 1 Year 10 FortiSIEM Compute Units (FCU). Minimum quantity of 50 FCU. Annual Subscription. Includes FortiCare Premium Support.	\$ 14,000.00	\$ 5,320.00
FC-10-SMCLD-541-02-12	FortiSIEM Cloud 1 Year Additional 500GB Online storage per unit. Requires minimum quantity of 1 with initial FortiSIEM Compute Unit order. Annual Subscription.	\$ 7,500.00	\$ 2,850.00
FC-10-SMCLD-542-02-12	FortiSIEM Cloud 1 Year Optional Archive storage. 500GB of Archive storage per unit. Annual Subscription.	\$ 3,793.00	\$ 1,441.34
FC1-10-FSM98-180-02-12	FortiSIEM All-In-One Subscription License 1 Year Per Device Subscription License that manages minimum 50 devices, 10 EPS/Device. Does not include Maintenance & Support	\$ 174.41	\$ 66.28
FC2-10-FSM98-180-02-12	FortiSIEM All-In-One Subscription License 1 Year Per Device Subscription License that manages minimum 150 devices, 10 EPS/Device. Does not include Maintenance & Support	\$ 141.08	\$ 53.61
FC3-10-FSM98-180-02-12	FortiSIEM All-In-One Subscription License 1 Year Per Device Subscription License that manages minimum 300 devices, 10 EPS/Device. Does not include Maintenance & Support	\$ 123.42	\$ 46.90
FC4-10-FSM98-180-02-12	FortiSIEM All-In-One Subscription License 1 Year Per Device Subscription License that manages minimum 500 devices, 10 EPS/Device. Does not include Maintenance & Support	\$ 111.83	\$ 42.50
FC5-10-FSM98-180-02-12	FortiSIEM All-In-One Subscription License 1 Year Per Device Subscription License that manages minimum 1000 devices, 10 EPS/Device. Does not include Maintenance & Support	\$ 97.83	\$ 37.18
FC6-10-FSM98-180-02-12	FortiSIEM All-In-One Subscription License 1 Year Per Device Subscription License that manages minimum 2000 devices, 10 EPS/Device. Does not include Maintenance & Support	\$ 85.58	\$ 32.52
FC7-10-FSM98-180-02-12	FortiSIEM All-In-One Subscription License 1 Year Per Device Subscription License that manages minimum 4000 devices, 10	\$ 74.86	\$ 28.45

	EPS/Device. Does not include Maintenance & Support		
FC8-10-FSM98-180-02-12	FortiSIEM All-In-One Subscription License 1 Year Per Device Subscription License that manages minimum 5000 devices, 10 EPS/Device. Does not include Maintenance & Support	\$ 71.71	\$ 27.25
FC1-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 50 Points) FortiSIEM High Availability Cluster Subscription	\$ 3,453.00	\$ 1,312.14
FC2-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 100 Points) FortiSIEM High Availability Cluster Subscription	\$ 6,907.00	\$ 2,624.66
FC3-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 200 Points) FortiSIEM High Availability Cluster Subscription	\$ 11,174.00	\$ 4,246.12
FC4-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 300 Points) FortiSIEM High Availability Cluster Subscription	\$ 14,662.00	\$ 5,571.56
FC5-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 400 Points) FortiSIEM High Availability Cluster Subscription	\$ 19,550.00	\$ 7,429.00
FC6-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 500 Points) FortiSIEM High Availability Cluster Subscription	\$ 22,142.00	\$ 8,413.96
FC7-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 750 Points) FortiSIEM High Availability Cluster Subscription	\$ 33,214.00	\$ 12,621.32
FC8-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 1000 Points) FortiSIEM High Availability Cluster Subscription	\$ 37,567.00	\$ 14,275.46
FC9-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 1500 Points) FortiSIEM High Availability Cluster Subscription.	\$ 56,350.00	\$ 21,413.00
FCA-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 2000 Points) FortiSIEM High Availability Cluster Subscription	\$ 65,725.00	\$ 24,975.50
FCB-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 3000 Points) FortiSIEM High Availability Cluster Subscription	\$ 98,588.00	\$ 37,463.44
FCC-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 4000 Points) FortiSIEM High Availability Cluster Subscription	\$ 118,578.00	\$ 45,059.64
FCD-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1- 4500 Points) FortiSIEM High Availability Cluster Subscription	\$ 133,401.00	\$ 50,692.38
FCE-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 5000 Points) FortiSIEM High Availability Cluster Subscription.	\$ 133,401.00	\$ 50,692.38
FCF-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 7500 Points) FortiSIEM High Availability Cluster Subscription	\$ 133,401.00	\$ 50,692.38
FCG-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 10000 Points) FortiSIEM High Availability Cluster Subscription	\$ 133,401.00	\$ 50,692.38
FCK-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 20000 Points) FortiSIEM High Availability Cluster Subscription	\$ 133,401.00	\$ 50,692.38
FCP-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1 - 50000 Points) FortiSIEM High Availability Cluster Subscription	\$ 133,401.00	\$ 50,692.38
FCU-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (1- 100000 Points) FortiSIEM High Availability Cluster Subscription	\$ 133,401.00	\$ 50,692.38
FCY-10-FSM98-593-02-12	FortiSIEM High Availability - Subscription 1 Year (Above 100000 Points) FortiSIEM High Availability Cluster Subscription	\$ 133,401.00	\$ 50,692.38

FC1-10-FSM98-184-02-12	FortiSIEM End-Point Device Subscription License 1 Year Per End-Point Subscription License for minimum 50 End-Points, 2 EPS/End-Point . Does not include Maintenance & Support	\$ 87.21	\$ 33.14
FC2-10-FSM98-184-02-12	FortiSIEM End-Point Device Subscription License 1 Year Per End-Point Subscription License for minimum 150 End-Points, 2 EPS/End-Point. Does not include Maintenance & Support	\$ 70.54	\$ 26.81
FC3-10-FSM98-184-02-12	FortiSIEM End-Point Device Subscription License 1 Year Per End-Point Subscription License for minimum 300 End-Points, 2 EPS/End-Point . Does not include Maintenance & Support	\$ 61.71	\$ 23.45
FC4-10-FSM98-184-02-12	FortiSIEM End-Point Device Subscription License 1 Year Per End-Point Subscription License for minimum 500 End-Points, 2 EPS/End-Point . Does not include Maintenance & Support	\$ 55.92	\$ 21.25
FC5-10-FSM98-184-02-12	FortiSIEM End-Point Device Subscription License 1 Year Per End-Point Subscription License for minimum 1000 End-Points, 2 EPS/End-Point. Does not include Maintenance & Support	\$ 48.92	\$ 18.59
FC6-10-FSM98-184-02-12	FortiSIEM End-Point Device Subscription License 1 Year Per End-Point Subscription License for minimum 2000 End-Points, 2 EPS/End-Point. Does not include Maintenance & Support	\$ 42.79	\$ 16.26
FC7-10-FSM98-184-02-12	FortiSIEM End-Point Device Subscription License 1 Year Per End-Point Subscription License for minimum 4000 End-Points, 2 EPS/End-Point. Does not include Maintenance & Support	\$ 37.43	\$ 14.22
FC8-10-FSM98-184-02-12	FortiSIEM End-Point Device Subscription License 1 Year Per End-Point Subscription License for minimum 5000 End-Points, 2 EPS/End-Point. Does not include Maintenance & Support	\$ 35.86	\$ 13.63
FC1-10-FSM98-182-02-12	FortiSIEM Subscription License for Advanced Agents 1 Year Per Agent Subscription License - Log & FIM - minimum 50 Advanced Agents.Does not include Maintenance & Support.	\$ 53.72	\$ 20.41
FC2-10-FSM98-182-02-12	FortiSIEM Subscription License for Advanced Agents 1 Year Per Agent Subscription License - Log & FIM - minimum 100 Advanced Agents.Does not include Maintenance & Support.	\$ 48.73	\$ 18.52
FC3-10-FSM98-182-02-12	FortiSIEM Subscription License for Advanced Agents 1 Year Per Agent Subscription License - Log & FIM - minimum 200 Advanced Agents.Does not include Maintenance & Support.	\$ 42.14	\$ 16.01
FC4-10-FSM98-182-02-12	FortiSIEM Subscription License for Advanced Agents 1 Year Per Agent Subscription License - Log & FIM - minimum 500 Advanced Agents.Does not include Maintenance & Support.	\$ 37.15	\$ 14.12
FC5-10-FSM98-182-02-12	FortiSIEM Subscription License for Advanced Agents 1 Year Per Agent Subscription License - Log & FIM - minimum 1000 Advanced Agents.Does not include Maintenance & Support.	\$ 32.17	\$ 12.22
FC6-10-FSM98-182-02-12	FortiSIEM Subscription License for Advanced Agents 1 Year Per Agent Subscription License - Log & FIM -	\$ 27.17	\$ 10.32

	minimum 2000 Advanced Agents.Does not include Maintenance & Support.		
FC7-10-FSM98-182-02-12	FortiSIEM Subscription License for Advanced Agents 1 Year Per Agent Subscription License - Log & FIM - minimum 4000 Advanced Agents.Does not include Maintenance & Support.	\$ 22.19	\$ 8.43
FC8-10-FSM98-182-02-12	FortiSIEM Subscription License for Advanced Agents 1 Year Per Agent Subscription License - Log & FIM - minimum 5000 Advanced Agents.Does not include Maintenance & Support.	\$ 20.59	\$ 7.82
FC1-10-FSM98-183-02-12	Add EPS - subscription 1 Year Add 1 EPS subscription	\$ 6.00	\$ 2.28
FC1-10-FSM98-183-02-36	Add EPS - subscription 3 Year Add 1 EPS subscription	\$ 18.00	\$ 6.84
FC1-10-FSM98-183-02-60	Add EPS - subscription 5 Year Add 1 EPS subscription	\$ 30.00	\$ 11.40
FC1-10-FSM98-334-02-12	FortiSIEM-UEBA Subscription License 1 Year Per Advanced Agent - UEBA Telemetry Subscription License, a minimum of 25 Agents. Does not include Maintenance & Support. See Datasheet for support on F Series hardware. Powered by Fortilnsight Al	\$ 38.00	\$ 14.44
FC4-10-FSM98-334-02-12	FortiSIEM-UEBA Subscription License 1 Year Per Advanced Agent - UEBA Telemetry Subscription License, a minimum of 500 Agents. Does not include Maintenance & Support. See Datasheet for support on F Series hardware. Powered by Fortilnsight Al	\$ 36.00	\$ 13.68
FC9-10-FSM98-334-02-12	FortiSIEM-UEBA Subscription License 1 Year Per Advanced Agent - UEBA Telemetry Subscription License, a minimum of 10000 Agents. Does not include Maintenance & Support. See Datasheet for support on F Series hardware. Powered by Fortilnsight Al	\$ 33.00	\$ 12.54
FC1-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 50 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 2,092.92	\$ 795.31
FC2-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 100 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 3,385.92	\$ 1,286.65
FC3-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 200 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 5,924.16	\$ 2,251.18
FC4-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 300 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 8,886.24	\$ 3,376.77
FC5-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 400 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 10,735.68	\$ 4,079.56
FC6-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 500 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 13,419.60	\$ 5,099.45
FC7-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 750 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 17,609.40	\$ 6,691.57
FC8-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 1000 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 23,479.20	\$ 8,922.10
FC9-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 1500 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 30,808.80	\$ 11,707.34

FCA-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 2000 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 41,078.40	\$ 15,609.79
FCB-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 3000 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 53,899.20	\$ 20,481.70
FCC-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 4000 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 71,865.60	\$ 27,308.93
FCD-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 4500 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 80,848.80	\$ 30,722.54
FCE-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 5000 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 89,832.00	\$ 34,136.16
FCF-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 7500 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 129,078.00	\$ 49,049.64
FCG-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 10000 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 172,104.00	\$ 65,399.52
FCK-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 20000 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 247,500.00	\$ 94,050.00
FCP-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 50000 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 497,500.00	\$ 189,050.00
FCU-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (1 - 100000 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 940,000.00	\$ 357,200.00
FCY-10-FSM98-149-02-12	IOC Service for FortiSIEM deployments 1 Year (Above 100000 Points) FortiSIEM Indicators of Compromise (IOC) Service	\$ 1,000,000.00	\$ 380,000.00
FC1-10-SMMGR-574-02-12	FortiSIEM Manager 1 Year Subscription license for FortiSIEM Manager providing centralised incident, management and status of independent FortiSIEM instances. Requires a Minimum Qty. of 5 to monitor 5 separate FortiSIEM Instances, max of 50 Instances. Includes Maintenance & Support.	\$ 5,000.00	\$ 1,900.00
FC1-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support (1 - 50 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 2,989.60	\$ 1,136.05
FC2-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support (1 - 100 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 5,231.20	\$ 1,987.86
FC3-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support (1 - 200 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 9,152.00	\$ 3,477.76
FC4-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support (1 - 300 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 12,694.40	\$ 4,823.87

FC5-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support (1 - 400 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 16,012.00	\$ 6,084.56
FC6-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support (1 - 500 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 19,171.20	\$ 7,285.06
FC7-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support (1 - 750 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 26,592.00	\$ 10,104.96
FC8-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support (1 - 1,000 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 33,541.60	\$ 12,745.81
FC9-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support Contract (1 - 1500 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 46,524.80	\$ 17,679.42
FCA-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support Contract (1 - 2,000 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 58,682.40	\$ 22,299.31
FCB-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support Contract (1 - 3,000 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 81,398.40	\$ 30,931.39
FCC-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support Contract (1 - 4,000 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 102,669.60	\$ 39,014.45
FCD-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support Contract (1 - 4500 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 112,907.20	\$ 42,904.74

FCE-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support Contract (1 - 5,000 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 122,927.20	\$ 46,712.34
FCF-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support Contract (1 - 7500 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 170,511.20	\$ 64,794.26
FCG-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium License Support Contract (1 - 10000 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 215,069.60	\$ 81,726.45
FCK-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 20000 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 396,000.00	\$ 150,480.00
FCP-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 50000 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 796,000.00	\$ 302,480.00
FCU-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 100000 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 1,504,000.00	\$ 571,520.00
FCY-10-FSM99-240-02-12	FortiCare Support for Hardware based FortiSIEM deployments 1 Year FortiCare Premium Support (More than 100000 points) for FortiSIEM hardware appliance. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 1,600,000.00	\$ 608,000.00
FC1-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 50 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 2,989.60	\$ 1,136.05
FC2-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 100 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 5,231.20	\$ 1,987.86

FC3-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 200 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 9,152.00	\$ 3,477.76
FC4-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 300 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 12,694.40	\$ 4,823.87
FC5-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 400 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 16,012.00	\$ 6,084.56
FC6-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 500 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 19,171.20	\$ 7,285.06
FC7-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 750 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 26,592.00	\$ 10,104.96
FC8-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 1000 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 33,541.60	\$ 12,745.81
FC9-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 1500 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 46,524.80	\$ 17,679.42
FCA-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 2,000 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 58,682.40	\$ 22,299.31
FCB-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 3,000 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 81,398.40	\$ 30,931.39
FCC-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 4,000 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced	\$ 102,669.60	\$ 39,014.45

	Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.		
FCD-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 4500 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 112,907.20	\$ 42,904.74
FCE-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 5,000 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 122,927.20	\$ 46,712.34
FCF-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 7500 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 170,511.20	\$ 64,794.26
FCG-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 10000 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 215,069.60	\$ 81,726.45
FCK-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 20000 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 396,000.00	\$ 150,480.00
FCP-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 50000 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 796,000.00	\$ 302,480.00
FCU-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (1 - 100000 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 1,504,000.00	\$ 571,520.00
FCY-10-FSM97-248-02-12	FortiCare Support for Software based FortiSIEM deployments 1 Year FortiCare Premium Support (More than 100000 points) for FortiSIEM Software deployments. 1 "Device" or 2 "End points" or 3 "Advanced Agents – Log & FIM" or 10 "Advanced Agents - UEBA Telemetry" equals 1 point.	\$ 1,600,000.00	\$ 608,000.00

VII. Value-Added Services (Optional)

If vendors are able to offer additional services and/or commodities for external-facing asset discovery, at no additional cost to the Department, the vendor may offer the Department valueadded services, in addition to the services and/or commodities expressly sought by this RFQ.

The following items are provided at no cost to the customer after purchasing the corresponding service.

All Value-Added-Services are included at no additional cost (Free to the end user).

Value-Added-Services in this solution are as follows:

World Wide Technology

In a challenging world where the landscape has changed and attacks are increasing, WWT looks forward to speaking with the State of Florida about how we can assist with our people, our labs and our WWT Digital Platform. Our Cyber Security Project Team has been built to help drive the Department's security program and business outcomes with our security services, Strategic Staffing capabilities, and the proactively offered resources behind them to that bring education, insight and depth to the State of Florida team.

Advanced Technology Center (ATC)

To answer the most complex questions, we have developed an immersive learning platform, powered by our ATC and designed to be at the forefront of what is possible. This physical and virtual ecosystem of innovation, research, community, labs and thought leadership accelerates the Department's knowledge in cybersecurity.

The ATC is a collaborative ecosystem used to design, build, educate, demonstrate and deploy innovative technology products and integrated architectural solutions for our customers, partners and employees around the globe. The heart of the ATC is our Data Centers which house 500+ racks of equipment used to cut technology evaluation time from months to weeks, if not days.

We partner with the world's leading technology manufacturers — from Silicon Valley heavyweights to emerging tech players — to deliver innovative solutions that drive business outcomes and position our customers to take on the business challenges of tomorrow.

Adopting a combination of on-premise, off-premise and public cloud capabilities is the only way to keep up with the rapid market changes digital disruption is driving. The ATC is a replica of that ever-changing landscape with integration into all three major Cloud Service Providers, leveraging low latency connections through our Equinix Extension as shown in Figure 1.

We use enterprise-class traffic generation tools, such Ixia IxLoad, to simulate the applications that are unique the Department to show how a solution seamlessly integrates into its network. Over the years, WWT has developed a testing framework that allows us to from concept to test plan to achieve the outcome needed for product or solution evaluation. This yields the following benefits:

- Testing use cases
- Comparison
- Upgrade/Migration
- Architecture Validation



- Performance
- Functionality

Figure 1 The ATC infrastructure facilitates fast proofs of concept for current and future use cases.

WWT Cyber Range

WWT Cyber Range, formerly called Lab as a Service, addresses the need for our clients to upskill their staff, compare and test new technologies and configuration changes, gain insights into industry innovation, and accelerate successful adoption in a safe and secure environment. WWT offers a free monthly Cyber Range where your teams can join and sharpen their security skills in our environment competing against other teams from around the world.

WWT's Cyber Range provides operations teams unprecedented training and access to a suite of commercial tools that are actually used in a real-world cyber incident. Customers can also leverage WWT's Advanced Technology Center (ATC) support staff, and our expansive list of OEM partnerships, to build their own customized cyber range environment to suit their unique needs.

In a world with ever-evolving security threats, the need for comprehensive security solutions has never been greater. WWT's Cyber Range is a virtual arena to fortify your cyber defenses across your people, process and technology.

Upcoming Capture The Flag events:

Play in one of our free monthly community events. But hurry, space is limited!

Use WWT's Cyber Range to:



Accelerate evaluation of advanced cyber technologies that boost resiliency. Risk reduction and value realization through hands-on testing and exposure to the latest innovations in cybersecurity.



Bolster your capabilities by enhancing skillsets for emerging tools and solutions. Real-world training to sharpen your teams' cybersecurity skills and increase vigilance in an ever-evolving threat landscape.



Strengthen your posture by assessing individual skills and identifying gaps on your teams. Get hands-on with new attacks and vulnerabilities to evaluate how your defenses stack up to industry benchmarks.

Cyber Range is powered by the WWT Advanced Technology Center

WWT's Advanced Technology Center (ATC) Platform is a capability organizations can lean on to make smart technology decisions fast to accelerate security transformation.

There is no other platform in the world that features:

- Insight and intellectual capital that reaches into every sector of the economy.
- Industry-leading partnerships with the world's largest OEMs and technology companies.
- Independent and informed guidance with a customer-centric approach.

Use our platform to:

- Get hands-on, on-demand experience
- Capture real-world insights and research
- Leverage practical and actionable guidance
- Compare, contrast and validate multi-vendor solutions
- Think creatively about strategy
- Tap into our industry-leading expertise and unparalleled training

WWT Digital Platform @ https://www.wwt.com

WWT customers have access to the WWT Platform @ <u>https://www.wwt.com</u> which is a educational and training platform with deep technical content on technology solutions and business that can help drive your business outcomes. From insight articles on Security Transformation to updates on the partners ecosystem, this is a rich resource for all of your team from executives to security analysts. This is where we host our industry leading articles, labs, and communities to educate and collaborate with our customers, partners, and colleagues.

Join today at https://www.wwt.com

WWT Free Training on the WWT Platform

WWT has free training thru our WWT Learning Paths on the WWT Platform that all customers can utilize. There are currently over 22 current Learning paths around Technology and Security Solutions from Identity & Access Management to Data Protection to DevOps to AWS and more.

Fortinet Fortivoice	Collaboration System Release 14	Cohesity Data Protection Fundamentals
Learning Path 🛛 🔊 Fundamentals	Learning Path 🛛 🔊 Fundamentals	Learning Path 🔊 Fundamentals
~1 hr View Path	~17 hrs View Path	~3 hrs View Path

<u>Application Delivery</u> Controller Foundations	SD-Branch with Juniper	Identity & Access Management with Beyond Identity
Learning Path 🛛 🏠 Fundamentals	Learning Path Kundamentals	Learning Path 🔊 Fundamentals
~1 hr View Path	~1 hr View Path	~5 hrs View Path

WWT Security Transformation Briefings

WWT will host routine Security Transformation briefings on a monthly and quarterly basis to give knowledge and insights on specific security topics to increase the security awareness and security maturity of all organizations.

WWT State-wide CISO roundtable

WWT will host a State-Wide CISO roundtable for CISOs and security executives across the State where we will dive into security topics and provide access to our WWT Security Experts. This interactive roundtable will allow security knowledge sharing and collaboration amongst all of the State-wide CISOs, WWT Security Experts and security executives to drive security maturity of all organizations.

Some topics that can be topics of these sessions are:

- Explore and simplify hot security topics
- Process Challenges
- Transforming your security architecture and responding to the needs of the business require seamless operations, cross- functional alignment and big picture planning.
- Segmentation Strategy
- MRA Remediation
- Security Transformation: Successful outcomes leveraging ATC & Cyber Range as a Service
- Transformational Security Buying, Rationalization
- Convergence of network and security services (SASE)
- Break down silos in SecOps solution stack (XDR)
- Operational shift toward zero trust maturity (ZTA)
- Maintain compliance and enforce security across multicloud
- Prune and optimize observability pipeline for security
- Simplify identity management and adopt passwordless

WWT Security Assessments

WWT will host security assessments on a routine basis in a workshop format to drive security outcomes.

WWT's Security Assessments are for your identified security and operation teams and other key stakeholders. Our subject matter experts provide a customized assessment that enables you to understand emerging threats and develop a security strategy for increasing your security maturity for people, process and tools.

After conducting the assessment, WWT can offer your organization access to our Advanced Technology Center (ATC) to further evaluate endpoint security solutions through a hands-on, practical approach. This includes customized product demos, real-world solution comparisons and integrations with our Cyber Analytics Reference Architecture, which includes SIEMs, automation and orchestration.

WWT Security Community Page and "Hour of Cyber"

WWT will host a security community page for the State and entities to drive security collaboration and content. Videos and content can be posted here for internal training and knowledge sharing.

We live in a time of extremes — on one end is cyber disruption, on the other, rapid innovation. WWT recognizes how important it is for security leaders to have a safe space for curated, focused discussions from both business and technical perspectives.

Focus of this security community and "Hour of Cyber" are:

- Explore and simplify hot security topics
- Conquer the speed and complexity of cyber threats.
- Share challenges faced by other global organizations.
- Chart a path toward security transformation.
- Capture and prioritize concerns and challenges.
- Develop a plan to drive outcomes and fulfill business needs.

What is "Hour of Cyber?"

Our goal is to focus on your organization's particular security needs and create a plan for a successful, optimized security transformation strategy. Sessions are scheduled for 50 minutes total, with 20 minutes for thought leadership exploration and 30-minutes for interactive dialogue and discussion.

WWT Community Example Link:

WWT Community that WWT had created before for the State of Florida Tanium project that can be accessed to see an example WWT Community and its content. <u>https://www.wwt.com/community/wwt-florida-digital-services-tanium-services-project/about</u>

WWT Research

WWT Research Reports gives insights as thought leaders in the market. Our **Technology Evaluations**, **Maturity Models**, **Priorities Reports**, **and Artificial Intelligence and Machine Learning (AI/ML) Applied Research Reports** each provide compelling business and technology insights that help clients make smarter technology decisions faster and imagine the art of the possible.

WWT Research Reports Examples:

ATC WWT Research Maturity Model Consulting Services Identity and Access Management Security Strategy *1

WWT Research - Maturity Model Report - September 2, 2022

Identity Maturity Model

A step-by-step guide for CISOs to reduce risk and deliver business value.

The Need to Mature Identity

Addressing risks of an expanded ecosystem

Organizations must be able to provide fast and seamless access to their corporate assets. Unfortunately, this access can create opportunities that bad actors are happy to exploit. When organizations don't have an identity strategy that accounts for their current ecosystems of employees, customers, contractors and connected devices, they leave themselves exposed to inappropriate access and enterprise-wide risks.

In 2020, 5 percent of corporate revenue was lost to fraud, and 86 percent of insider threats were the result of malicious employees and employee negligence. The good news is that guarding against these risks doesn't require combating highly sophisticated attacks. It does, however, require a close look at where your identity posture stands today.

Many organizations are operating from an identity strategy that is years old. While their identity posture might have protected against attacks and compliance violations in the past, it doesn't allow them to identify and evaluate risk across their current identity ecosystem.

Organizations commonly find themselves struggling with:

- · Identity silos that prohibit a comprehensive view of all users and access.
- Operational inefficiencies when trying to manage tens of millions of access privileges spread across different platforms.
- Integrating complex legacy technology solutions with enterprise platforms.

In this report, we detail how organizations can build the identity capabilities they need to mitigate inappropriate access and deliver value to the business. It's not an easy road, but it is one that needs to be taken. And our maturity model will guide you along the way. WWIT Research reports provide in-depth analysis of the latest technology and industry.



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Actionable insights into technology solutions and trends that can help you make more informed decisions and outpace the competition. Log in to explore the latest security reports.



Security Priorities for 2023 Explore



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Security Maturity Model
<u>Explore</u>

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Find out how we've helped organizations across industries adopt enterprise security programs that put the business first.



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Case Study



Customer Experience Creating the Perfect Pizza Kitchen for Little Caesars

Case Study



SASE Global Pharmaceutical Company Accelerates Comparison of SASE Solutions

Case Study



Zero Trust Manufacturer Establishes Micro-segmentation Strategy to Address Risks of Flat Network

Case Study Identity and Access Management Identity and Access Management Case Study HMSA

Case Study



Campus & LAN Switching Global Pharmaceutical Company: Software-Defined Access Deployment

Case Study



Cyber Resilience Manufacturer Recovers From Costly Ransomware Attack

Case Study



Retail Banking: Transforming Legacy Infrastructure

Per **Section 31.0**, Scrutinized Companies, a vendor submitting a Quote must certify that their company is not participating in a boycott of Israel. By signing below, the vendor so certifies. Additionally, the person submitting the quote and pricing is authorized to respond to this RFQ on the vendor's behalf, as confirmed by the signature below.

World Wide Technology, LLC	AS BO
Vendor Name	Signature
43-1912895	Gregory Brush
FEIN	Signatory Printed Name
May 12, 2023	

Date

Section 1. Purchase Order.

A. Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term.

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance.

A. Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency.

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees.

A. Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is

confirmed in writing by the Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe.

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

C. MyFloridaMarketPlace Fees.

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

D. Payment Audit.

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

E. Annual Appropriation and Travel.

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

Section 4. Liability.

A. Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance.

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation.

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

E. Performance Bond.

Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

Section 5. Compliance with Laws.

A. Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the

Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying.

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

C. Gratuities.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

D. Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor shall retain such records for three (3) years after the expiration of the Purchase Order, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.mvflorida.com/library-archives/records-management/general-recordsschedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

E. Public Records.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in

conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

G. Intellectual Property.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

H. Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

Section 6. Termination.

A. Termination for Convenience.

The Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor.

B. Termination for Cause.

If the Agency determines that the performance of the Contractor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b)

notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

Section 7. Subcontractors and Assignments.

A. Subcontractors.

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE.

A. RESPECT.

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION <u>413.036(1)</u> AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <u>http://www.respectofflorida.org</u>.

B. PRIDE.

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at <u>http://www.pride-enterprises.org</u>.

Section 9. Miscellaneous.

A. Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.

B. Governing Law and Venue.

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

C. Waiver.

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence.

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check.

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

G. E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <u>https://e-verify.uscis.gov/emp</u>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 1) All purchases are F.O.B. destination, transportation charges prepaid.
- 2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- 3) No extra charges shall be applied for boxing, crating, packing, or insurance.
- 4) The following delivery schedule shall apply: 8:00 AM 4:00 PM, Monday through Friday, excluding legal holidays.
- 5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
- 6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
- 7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

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4050 Esplanade Way Tallahassee, FL 32399-0950

Ron DeSantis, Governor Pedro Allende, Secretary

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT BETWEEN FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND WORLD WIDE TECHNOLOGY LLC

This Confidentiality and Non-Disclosure Agreement ("Agreement") is between the Florida Department of Management Services ("Department"), a state agency, and World Wide Technology, LLC ("Recipient"), referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Recipient has or will enter into a Purchase Order or Agency Term Contract under Request for Quote No. DMS-22/23-157, Security Operations Platform Solution ("Solution");

WHEREAS, in furtherance of providing these services and/or commodities, Recipient may access, receive, or create Confidential Information from the Department or any third party beneficiaries; and

WHEREAS, the Department maintains certain protections on such Confidential Information and desires to set forth the terms Recipient is required to adhere to.

NOW THEREFORE, for the mutual and valuable consideration acknowledged by both Parties, the Parties agree as follows:

1. Definitions.

- (a) <u>Access</u>: Means the ability or authorization to create, inspect, transmit, approach, instruct, communicate with, store, retrieve, or otherwise make use of any Confidential Information, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access.
- (b) <u>Affiliates</u>: Any agents, affiliates, partners, subcontractors, resellers, distributors, dealers, or other entities associated with Recipient that have Access to the Confidential Data.
- (c) <u>Agreement-related Materials</u>: Materials created or provided by Recipient while performing the Agreement.
- (d) <u>Confidential Information</u>: Information that is restricted from public disclosure based on federal or State laws and regulations including, but not limited to, those related to privacy, confidentiality, security, personally identifying information, personal health, business or trade secret information, and other information exempt from state public records law. "Confidential Information" includes information disclosed, orally or otherwise, before, on, or after this Agreement effective date by the Department to Recipient, and whether or not marked, designated, or otherwise identified as "confidential." Any information derived from Confidential Information and/or created by Recipient pursuant to this Agreement which must be restricted from public disclosure based on federal or State laws and regulations shall be considered Confidential Information subject to the restrictions set forth in this Agreement.

Specifically, Recipient will receive and may create or learn of information which include network schematics, hardware and software configurations, or encryption, or which identify detection, investigation, or response practices for suspected or confirmed IT security incidents, including suspected or confirmed breaches, the disclosure of which would facilitate unauthorized access, modification, disclosure, or destruction of information, IT resources, or information relating security, which are confidential and exempt from public disclosure pursuant to section 282.318(5), Florida Statutes (F.S.).

- (e) <u>Customer</u>: Agencies as defined in section 287.012, Florida Statute (F.S.), and Eligible Users as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).
 (f) Objects The Distance (Florida)
- (f) <u>State</u>: The State of Florida.
- 2. Term and Termination. This Agreement is effective upon signature by both Parties. This Agreement may be terminated by the Department when determined to be in the best interest of the State of Florida by providing Recipient with advance written notice.
- **3.** Intended Third Party Beneficiary. Customers receiving services under the Solution are intended third party beneficiaries of this Agreement, entitled to enforce any rights hereunder for their benefit.
- 4. Confidential Information Use. Use of the Confidential Information shall be limited to the provisions set forth herein and to the extent necessary to provide the services and/or commodities. The Department retains full rights and title to all Confidential Information provided by it, and any information derived therefrom. Recipient has no ownership rights to the Confidential Information provided under this Agreement, or any information derived therefrom.
- 5. Recipient Obligations. Recipient shall: 1) maintain the confidentiality of all the Confidential Information pursuant to this Agreement, as required herein, 2) comply with all federal and State laws and regulations related to information privacy and security, and 3) ensure that any Affiliates comply with the preceding two requirements as to any Confidential Information shared with or otherwise Accessed by the Affiliate. Recipient shall take all measures necessary to protect against improper Access to and/or disclosure or theft of the Confidential Information and will ensure only those individuals performing services contemplated in this Agreement will be permitted to Access the Confidential Information. Recipient shall perform the following measures to preserve the privacy, security, confidentiality, integrity, and accessibility of the Confidential Information which includes, but is not limited to:
 - (a) Using the Confidential Information only to provide services and/or commodities as contemplated in this Agreement and not otherwise using the Confidential Information for Recipient's own benefit or the benefit of others, or in violation of any applicable laws or regulations;
 - (b) Not creating derivative works based upon the Confidential Information, copying the Confidential Information, or publishing or disclosing the Confidential Information to any individual or entity except in accordance with this Agreement;
 - (c) Implementing and maintaining protective administrative, technical, and organizational security measures appropriate to the nature of the Confidential Information to safeguard against unauthorized Access, disclosure, or theft of the Confidential Information;
 - (d) Maintaining the confidentiality of the Confidential Information under this Agreement in accordance with Department policies and procedures and applicable State and federal laws and regulations;

- (e) Storing and safeguarding the Confidential Information in a physically and electronically secure location where Access is limited to authorized persons;
- (f) Maintaining an up-to-date list of individuals who are authorized to Access the Confidential Information;
- (g) Instructing and requiring all individuals authorized to Access the Confidential Information to adhere to the confidentiality requirements set forth in this Agreement prior to being granted Access to the Confidential Information;
- (h) Not allowing, through action or inaction, any Confidential Information to be sent by any medium, transmitted, or to be Accessed outside of the United States. For the purposes of this restriction, "Access" does not include remote support sessions for devices that might contain the Confidential Information; however, during the remote support session the Department requires Recipient to escort the remote support access and maintain visibility of the actions taken during the remote support access. Requests for remote access will be submitted to the Department's Contract Manager. With approval, third parties may be granted time-limited terminal service access to information technology resources as necessary for fulfillment of related responsibilities. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools; and
- (i) Performing all actions necessary to assist with all tasks in furtherance of the Department's efforts to comply with the obligations under Chapters 60FF and 60GG, Florida Administrative Code, as applicable.
- 6. Liability. By signing this Agreement, Recipient acknowledges Recipient shall be responsible and liable for the acts and omissions of any of Recipient's employees and/or the Affiliate(s) that result in a violation of this Agreement as if such acts or omissions were Recipient's acts or omissions. Recipient represents that it will enter into a written agreement with an Affiliate with Access to Confidential Information wherein it shall require the Affiliate agree to be bound by and adhere to the terms of this Agreement.
- 7. Notice of Breach. Recipient must notify the Department as expeditiously as practicable, but in all instances no later than within one (1) business day, in the event Recipient discovers any incident that involves, or which Recipient reasonably believes may involve, a breach of the Confidential Information which includes any unauthorized Access to or disclosure of the Confidential Information and/or which compromises the security, integrity, or confidentiality of the Confidential Information. Additionally, if the Department or Customer shares with Recipient information that is covered by section 501.171, F.S., Recipient is responsible for fulfilling all applicable requirements of section 501.171, F.S., including those that would otherwise be the responsibility of the Department or Customer. Recipient agrees to provide the Department and applicable Customers with all details associated with all breaches or suspected breaches and to work with the Department or the applicable Customer to investigate and resolve any breach, implement any necessary remedial measures, and perform all tasks to ensure full compliance with section 501.171, F.S., including, where applicable, providing any breach notifications to comply with this statutory requirement.
- 8. Indemnification. Recipient shall defend, indemnify, and hold harmless the Department, the Customer, and the State against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from a violation of any obligation set forth in this Agreement by Recipient (including its employees) or its Affiliates. The Agreement does not constitute a waiver of sovereign immunity or consent by the Department, Customers, or the State or its subdivisions to suit by third parties. The obligations of this paragraph shall survive the Agreement.

- **9.** Contractual Remedies. Recipient acknowledges that a breach of this Agreement, including disclosure of any of the Confidential Information, will cause irreparable injury to the Department or the Customer and will entitle the Department or the Customer, if applicable, to liquidated damages commensurate with the Department's or the Customer's internal staffing and administrative costs associated with addressing the breach. This will not preclude the Department or the Customer from recovering other damages it may suffer as a result of such a violation or seeking other legal remedies that may be available during or after the Agreement term, including obtaining injunctive relief against the breach or threatened breach of these Agreement terms.
- 10. Data Destruction. Prior to the termination of this Agreement, Recipient shall assist the Department or the applicable Customer in exporting and extracting or destroying, at the Department's or the applicable Customer's direction, all information obtained from the Department or the applicable Customer by Recipient or created for the Department or the applicable Customer by Recipient to this Agreement at no cost, in a format acceptable to the Department or the applicable Customer without the need to purchase additional services and/or commodities. Additionally, when the Agreement is terminated, Recipient shall transfer to the Department, or the Customer as applicable, all such information in all its forms from the Department or the applicable Customer and shall destroy duplicate records in accordance with section 501.171(8), F.S., and, if applicable, section 119.0701, F.S. This obligation to transfer and destroy information survives the term of this Agreement.

Recipient shall adhere to established information destruction standards, such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014), in destroying duplicate information provided Department applicable Customer. by the or the See http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf. Recipient shall provide the Department, or the Customer as applicable, with written confirmation of destruction of Confidential Information in accordance with these standards. If Recipient is permitted by the Department or the applicable Customer to keep Confidential Information upon termination of this Agreement, Recipient shall continue to protect and maintain the confidentiality of the Confidential Information in accordance with applicable State and federal laws, rules, and regulations and such obligations set forth herein shall survive this Agreement.

11. Severability and Waiver. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

The delay or failure by the Department or the Customer to exercise or enforce any of its rights under this Agreement shall not constitute a waiver of such rights.

12. Governing Law and Venue. The laws of the State of Florida govern the Agreement. The Parties submit to the jurisdiction of the courts of the State exclusively for any legal action related to the Agreement which arises during or after the Agreement term. Further, Recipient hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. Recipient hereby submits to venue in the county chosen by the Department or the applicable Customer.

13. Entire Agreement. This Agreement contains the entire understanding of the Parties regarding the matters set forth herein and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

World Wide Technology, LLC

By: DocuSigned by: 5591A9D369FB47C

Name: Pedro Allende

Title: Secretary

Date: 6/14/2023 | 5:01 PM EDT

By: Gregory Brush Digitally signed by Gregory Brush Date: 2023.05.12 14:03:41 -05'00'

Name: Gregory Brush

Title: ____

_{Date:} May 12, 2023